

SETTLEMENT AGREEMENT

WHEREAS, Jane Smith and Steven Smith, as parents of Emily Smith (collectively, "Plaintiffs"), filed a lawsuit against Virginia Commonwealth University ("VCU"), Media General, Inc., the Dow Jones Newspaper Fund, Bonnie Davis, Robert D. Holsworth, June Nicholson, Richard J. Levine, Barbara Martinez, Thomas W. McGuirl, Richard S. Holden and Thomas A. Silvestri (collectively, "Defendants") in the United States District Court for the Eastern District of Virginia styled *Smith, et al. v. Virginia Commonwealth University, et al.*, No. 3:06-cv-638 (E.D. Va.) (the "Lawsuit");

WHEREAS, Plaintiffs and Defendants (collectively, "the Parties") wish to resolve this matter amicably without the need for further litigation;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree, effective as of the last date signed below, as follows:

Definitions & Understandings

- (a) "Race": the term "race" includes national origin, ethnicity, and color.
- (b) "Workshops": any programs sponsored or supported by Dow Jones Newspaper Fund for the purpose of exposing high school students to the field of journalism or training them in it, including any "enrichment" or "training" programs with that purpose.
- (c) "VCU Workshop": any program sponsored or supported by VCU for the purpose of exposing high school students to the field of journalism or training them in it, including any "enrichment" or "training" programs with that purpose.
- (d) "Publicizing Material": any websites, posters, notices, or advertisements used to publicize a Workshop or the VCU Workshop, or the Dow Jones Newspaper Fund's sponsorship of Workshops.
- (e) The phrase "indicates any preference or limitation" includes any attempt to suggest through the photographic depiction of human models that the Workshop uses any preference or limitation on the basis of race.

1. Continuation of High School Journalism Workshops (the "Workshops").

(a) VCU agrees to operate its High School Journalism Workshop in 2007 and agrees that it will seek funding for the VCU Workshop for 2008 and 2009, and, to the extent funding is provided, it will operate the VCU Workshop in 2008 and 2009.

(b) Media General, Inc. agrees to continue to co-sponsor the VCU Workshop in 2007, and, to the extent funding is provided, to co-sponsor the VCU Workshop in 2008 and 2009.

(c) The Dow Jones Newspaper Fund agrees to continue to sponsor the Workshops, including the VCU Workshop, in 2007.

2. Admission of Emily Smith. VCU agrees that it will offer admission to the VCU Workshop for 2007 to Emily Smith and, if she accepts, VCU agrees that Ms. Smith will not be discriminated against on the basis of her race or because she filed the Lawsuit.

3. Non-Discrimination in High School Journalism Workshops.

(a) VCU agrees that it will select participants for the VCU Workshop or other similar programs operated by VCU without regard to their race.

(b) VCU and Media General, Inc. agree that they will select VCU and Media General, Inc. staff to participate in the VCU Workshop without regard to their race.

(c) Media General, Inc. agrees that it will not co-sponsor the VCU Workshop or any similar program if the VCU Workshop or similar program does not use race-neutral criteria for the selection of participants.

(d) The Dow Jones Newspaper Fund will not sponsor or promote Workshops that do not use race-neutral criteria for the selection of participants.

4. Publicity.

(a) The Dow Jones Newspaper Fund will not refer to the Workshops it sponsors as "Summer Minority Workshops" or "High School Journalism Workshops for Minorities."

(b) VCU and Media General, Inc. will publicize and conduct recruiting efforts for the 2007 VCU Workshop, and, to the extent offered, the 2008 and 2009 VCU Workshops, to the same level as they did for the 2006 VCU Workshop.

(c) VCU, Media General, Inc. and the Dow Jones Newspaper Fund will conspicuously include the following statement in their respective Publicizing Material for 2007 Workshops, and, to the extent offered, 2008 and 2009 Workshops: "In years past, these programs were entitled 'High School Journalism Workshops for Minorities.'" This criterion has changed. There will be no preferential treatment for, or discrimination against, any applicant on the basis of race or ethnicity this year or in the future. All applicants, regardless of race, ethnicity, or other protected trait are welcome to apply and will be considered for participation without reference to their race, ethnicity or other protected trait."

(d) VCU and Media General will not employ Publicizing Material, or otherwise make any statement, that indicates any preference or limitation on the basis of race in the selection of participants in the VCU Workshop.

(e) The Dow Jones Newspaper Fund will not employ Publicizing Material, or otherwise make any statement, that indicates any preference or limitation on the basis of race in the selection of participants in any Workshop.

(f) The Dow Jones Newspaper Fund will send the new criteria concerning the selection of Workshop participants to all operators and co-sponsors of its Workshops. The transmittal letter will state that “Your continued receipt of funding is conditioned on complying with the attached criteria, including the requirement that participants in the Workshop be selected in a race-neutral manner, and that the Workshop not be publicized in a manner that suggests the admission criteria are not race-neutral.” In the event that the Dow Jones Newspaper Fund becomes aware that a Workshop is not using race-neutral admission criteria, or is using Publicizing Material that suggests that the admission criteria are not race-neutral, it will immediately terminate funding to that Workshop.

(g) The Dow Jones Newspaper Fund will make publicly available a list of all Workshops it sponsors, as well as the contact information for the individuals and institutions that operate the Workshops. In the event that counsel for the Plaintiffs is unable to obtain copies of a Workshop’s Publicizing Materials after contacting the Workshop directly, the Dow Jones Newspaper Fund will provide that information to counsel for Plaintiffs.

5. Copies of Publicity Materials. VCU, Media General, Inc. and the Dow Jones Newspaper Fund will provide the Center for Individual Rights with copies of their respective written Publicizing Material (or documents reflecting other Publicizing Material) used to publicize 2007 Workshops, and, to the extent offered, 2008 and 2009 Workshops.

6. Monetary Payment. VCU agrees that it will pay to the Center for Individual Rights the amount of \$25,000 within ten (10) business days of the date of this Agreement. This payment is inclusive of attorney’s fees.

7. Dismissal with Prejudice. Plaintiffs agree to file a Notice of Dismissal with Prejudice of the Lawsuit in its entirety against all Defendants, pursuant to Federal Rule of Civil Procedure 41(a)(1)(i), within three business days of receipt of the payment described in the preceding paragraph.

8. Non-Admission. Nothing in this Agreement shall be construed as an admission of liability or wrongdoing by any person or entity.

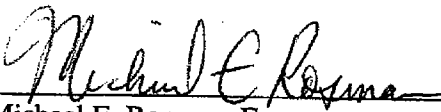
9. Entire Agreement. This constitutes the entire agreement of the Parties with respect to the subject matter hereof, supersedes all prior agreements or understandings between the Parties, and may not be amended except in a writing signed by the Parties.

10. Counterparts. This Agreement may be executed in counterparts and via facsimile, and each such counterpart and facsimile signature shall be valid as an original Agreement.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

THE PARTIES KNOWINGLY AND VOLUNTARILY ENTER INTO THIS AGREEMENT, INTENDING TO BE BOUND BY IT.

Dated: January 26, 2007


Michael E. Rosman, Esq.
Attorney for Jane Smith and Steven Smith, as
parents of Emily Smith

Dated: January __, 2007

Eugene P. Trani
President, Virginia Commonwealth University

Bonnie N. Davis
Associate Professor, Virginia Commonwealth
University

Robert D. Holsworth
Dean, College of Humanities and Science,
Virginia Commonwealth University

June O. Nicholson
Associate Professor, Virginia Commonwealth
University

Dated: January __, 2007

Thomas A. Silvestri

Dated: January __, 2007

for Media General, Inc.

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Michael E. Rosman, Esq.
Attorney for Jane Smith and Steven Smith, as
parents of Emily Smith

Martha M. Pando for

Dated: January 26, 2007

✓ _____
Eugene P. Trani
President, Virginia Commonwealth University

✓ _____
Bonnie N. Davis
Associate Professor, Virginia Commonwealth
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Robert D. Holsworth
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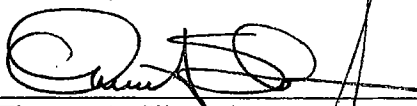
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President, Virginia Commonwealth University

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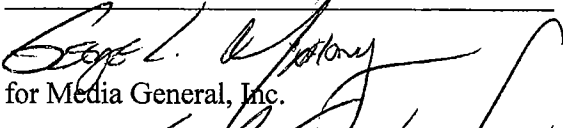
June O. Nicholson
Associate Professor, Virginia Commonwealth
University

Dated: January 26, 2007



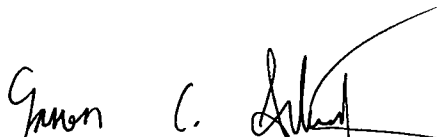
Thomas A. Silvestri

Dated: January 26, 2007



George L. Anthony
for Media General, Inc.
VP, Legal Counsel & Secretary

Dated: January 26, 2007



Jason C. Schwartz, Esq.
Attorney for Dow Jones Newspaper Fund,
Richard S. Holden, Richard J. Levine,
Barbara Martinez and Thomas W. McGuirl