



**Ross Leonoudakis**  
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April 30, 2023

Via Email:

John Priddy

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*Counsel for Defendants*

**Re: *John Doe 1 v. Kingfisher, et al* – Plaintiff’s Settlement Demand**

Superintendent Glover and Members of the Kingfisher School Board of Education,

This letter is an addendum to Plaintiff’s Settlement Demand Letter of April 26, 2023 (the “April 26th Letter”). In addition to the items listed in the April 26th Letter, Plaintiff demands that the School institute a mandatory training program for all its administrators, staff, teachers, coaches, volunteers, and Board members that addresses how to properly identify, respond to, and prevent bullying, hazing, and sexual harassment. The program must address and conform to state and federal law, including but not limited to Title IX, mandatory-reporter laws, and OSBOE regulations. The program must be approved, administered, and monitored for compliance by an independent, third-party entity, such as the Oklahoma State School Boards Association. The School Board must make and publish quarterly reports detailing what the District is doing to address and rectify bullying, hazing, and harassment in its schools. The program and the Board’s reporting obligation must last for at least 5 years.

In light of this addendum, Plaintiff’s demands are as follows:

(A) Plaintiff will agree to settle this lawsuit and to release all of his claims against all Defendants on the following conditions:

- KPS must fire Jeff Myers;
- KPS must agree to pay Plaintiff \$5,000,000; and
- KPS must institute the mandatory training program and quarterly reporting detailed above.

This offer will expire 14 days from the date of our Settlement Demand Letter of April 26, 2023, after which time it is automatically withdrawn forever.

(B) If you allow the above demand to expire, Plaintiff's demand will increase to the following:

- KPS must fire Jeff Myers;
- KPS must agree to pay Plaintiff \$10 million; and
- KPS must institute the mandatory training program and quarterly reporting detailed above.

The increased offer will expire on the earlier of (1) the date Plaintiff withdraws it; or (2) the date the Court rules on any motions for summary judgment or, if there are no such motions filed, on the deadline to file such motions.

(C) If you allow both of the above demands to expire, we will take the case to trial where we fully expect a jury to award a verdict well into eight figures.

\* \* \*

The deadlines herein will not be extended.

Regards,

A handwritten signature in black ink, appearing to read "Ross Leonoudakis". The signature is stylized and cursive.

Ross Leonoudakis  
Bradley E. Beckworth