

Plaintiffs' Exhibit L



The UNIVERSITY of OKLAHOMA
Board of Regents

October 31, 2020

Via Email: jlgallogly@outlook.com

Dear Jim,

This letter is sent as an acknowledgment of my receipt of your voicemail from Saturday, October 24, 2020. My understanding of the message you left is that you want a copy of your confidentiality agreement so that you can unilaterally determine what rights you have to publish the Jones Day report and/or notes you created in your role as President of the University of Oklahoma during the investigation. You stated that you were tired of David Boren's representatives saying that the investigations were instigated by you and that you were prepared to push back, or words to that effect. Of course, you have already stated publicly on many occasions that this narrative is false with no basis in fact. This began before the time you chose to resign the Presidency in the spring of 2019 and have continued through the remarks you recently made at the OCPA awards banquet.

It's fair to state that members of the public fully understand your position as well as Mr. Boren's and have made their own determinations on what they want to accept. It is unlikely that your continued pursuit of the subject will change this. What is likely, however, is that the respect you rightfully earned before and during your presidency will erode if you continue with what is now increasingly considered an unnecessary and obsessive pursuit of the matter by you after full and complete investigations by the University, independent counsel, the Oklahoma State Bureau of Investigation, and the Grand Jury. Jim, nobody wants this to happen because you and your family deserve better but only you can stop your denials, threats of lawsuits, and other conduct that is hurting you and your family as well as the University for which you profess a deep and abiding love.

As to your specific question about what you can decide to publicly disclose, it is important to remember that information is known to you only because of your role as the President of the University of Oklahoma. Consequently, that information was disclosed to you in your official capacity, and is confidential and/or privileged and cannot be revealed unless knowingly waived by a majority vote of the Board of Regents. The University has and will continue to maintain the confidentiality and privileges that attach to materials you reference, including the Jones Day reports and ancillary materials (including any notes, interview reports, etc.).

Specifically, you know as an attorney that anything you learned that is protected by the attorney-client and/or work-product privilege can only be disclosed if those privileges are waived by the client, the University of Oklahoma. Those privileges attach to reports, information and or advice you obtained from

in-house or external University counsel, and certain audits and investigations that were conducted under the direction of counsel.

Your Employment Agreement creates a separate legal obligation, and specifically requires that any confidential information that you learned as a result of your position as President be maintained as such. This would include any notes made while President which you made based on confidential or privileged information.

Another confidentiality obligation arises from the nature of your role as President. As a seasoned executive, you are aware of your fiduciary obligation as an officer of the University, which continues to apply post-employment. Such duty requires that you act in the best interests of the University, including the obligation to maintain the confidentiality of information.

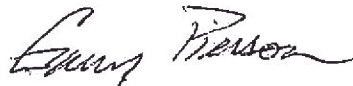
Furthermore, much of this confidential information from third parties was entrusted to the University and its counsel with an understanding that the University would seek to keep it confidential. As such, only those third parties can choose to publicly release that information, which they have chosen not to, many asking expressly for confidentiality. You mentioned in your voicemail to me that you are doing this for the alleged victims, but any unilateral decision to release this information -- to continue what is viewed as a public disagreement between two former presidents -- is not only against University protocol and interests, but would infringe on the rights of the alleged victims, would have a chilling effect on others coming forward or cooperating in the future, and would undermine the integrity of investigative processes.

The numerous investigations into these matters have ended. As a result of one of those investigations, Mr. Boren is no longer affiliated with the University of Oklahoma. You will recall that separation was made under the cloud of a very publicly known personnel investigation. People understand what that means and understand that was not something Mr. Boren desired to occur.

It's now time to let the University, its faculty, students, alumni and friends, as well as you and your family move on from this episode in the University's history and prepare itself for the very uncertain and disruptive future that faces higher education. I suggest that you seek counsel from your best advisors about the wisdom of continuing this path in order that good years and reputations not be frittered away in a Quixotic journey that only hurts more and more people.

The University continues to work towards implementing most of the initiatives you began as President and repairing processes you identified as broken. It would be nice to continue those efforts in peace and harmony with you.

Sincerely,



Gary Pierson
Chairman