

## Matthew Barlow

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**From:** Matthew Barlow  
**Sent:** Wednesday, February 6, 2019 5:09 PM  
**To:** 'tarishawn@attorneytmorton.com'  
**Subject:** RE: Career Skills Institute of West Virginia dba Martinsburg College v. Cheryl Murray [IWOV-1.FID2025215]

Ms. Morton –

Thank you for your call yesterday. I have spoken extensively to my client about potential resolution of this dispute. As I mentioned on our call, Martinsburg College has actual damages of more than \$250,000 to date as a direct result of Ms. Murray's actions. One possible resolution would be for Ms. Murray to compensate Martinsburg College for its losses. Based on our discussion, that may not be a viable option for Ms. Murray. If Ms. Murray desires a resolution that does not involve substantial compensation to Martinsburg College, we will require that she comply with the following:

1. The parties will meet on or before February 11, 2019 to review the statements made by Cheryl Murray and for Martinsburg College to correct all the inaccuracies in those statements.
2. Ms. Murray will identify all parties involved in any actions that sought to damage Martinsburg College. This identification will include:
  - a. All who participated in the solicitation of Martinsburg students, graduates, and/or prospective students to file complaints against Martinsburg, and the specific details and methodologies and names and copies of Facebook and email communications.
  - b. All companies with whom Ms. Murray communicated who sought to benefit from misinformation about Martinsburg College.
  - c. The names of any agencies or organizations with whom Ms. Murray had communication, whether solicited or in response to her posts or other communications, in an attempt to damage the college, and the names of the individuals and copies of any communications.
  - d. Any individuals associated with Ms. Murray who engaged in similar activities.
3. Ms. Murray agrees to remove all negative posts about Martinsburg College.
4. Ms. Murray agrees to facilitate the removal of all negative posts in Facebook groups that she initiated, even if she is no longer an administrator of the group.
5. Ms. Murray agrees to personally reach out via social media or other means to any individuals who have reposted her negative comments about Martinsburg College and ask them to remove the posts. All of these interactions must be documented (FB message, email, etc.) and sent to Martinsburg.
6. Ms. Murray agrees to personally reach out to individuals that are negatively posting about Martinsburg College's lawsuit against her and ask them to remove the posts. All of these interactions must be documented (FB message, email, etc.) and sent to Martinsburg.

7. Ms. Murray agrees to use language when requesting that individuals remove the posts that indicates that this is her personal preference based on a desire to have all this commotion go away and that she herself had made some misstatements that she felt responsible for.
8. Ms. Murray agrees to personally reach out to any Martinsburg former student or prospective student who withdrew and inform them that she provided incorrect info in a personalized manner. Martinsburg will provide the name of each such former student. This duty is ongoing for as long as necessary to contact each affected student.
9. The parties will agree to a Stipulated Consent Judgment and Permanent Injunction, which include the following:
  - a. Admission of fault by Ms. Murray and judgment entered against her.
  - b. Injunction barring Ms. Murray from further online and in person communications regarding Martinsburg, except as set forth herein.
  - c. Violation of the Permanent Injunction will result in irreparable harm, and the parties agree that if Ms. Murray violates the Permanent Injunction, Martinsburg will be entitled to injunctive relief and damages in the amount of \$250,000, and Ms. Murray shall pay Martinsburg's costs and attorneys' fees incurred in enforcing the terms of the Permanent Injunction.

We are available to discuss these terms at your convenience.

Thanks.

**MATTHEW A. BARLOW**

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**From:** Matthew Barlow

**Sent:** Monday, February 4, 2019 5:12 PM

**To:** 'tarishawn@attorneymorton.com' <tarishawn@attorneymorton.com>

**Subject:** Career Skills Institute of West Virginia dba Martinsburg College v. Cheryl Murray [IWOV-1.FID2025215]

Ms. Morton –

We are lead counsel to Career Skills Institute of West Virginia dba Martinsburg College in its action against Cheryl Murray, Civil Action No. 2:19-cv-02036, pending in the U.S. District Court for the District of Kansas. Ms. Murray has indicated to our client that you have been retained as her counsel.

We are open to speaking with you and Ms. Murray at your convenience to determine if this case can be resolved without further action by the Court. If you are amenable to such a discussion, let me know when you are available and we can have a call.

Thanks.

**MATTHEW A. BARLOW**

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