

**SETTLEMENT AGREEMENT
AND
RELEASE OF ALL CLAIMS**

This Settlement Agreement and Release of All Claims (“Agreement”) is made between **Young Americans for Liberty at University of California Berkeley**, an unincorporated association, on behalf of itself and its members, and **Khader Kakish** (hereinafter “PLAINTIFFS”), and **The Regents of the University of California** on behalf of **Janet Napolitano**, in her official capacity as President of the University of California and in her individual capacity; **Carol Christ**, in her official capacity as Chancellor of the University of California, Berkeley (“UC Berkeley”), and in her individual capacity; **Stephen Sutton**, in his official capacity as Interim Vice Chancellor of Student Affairs of UC Berkeley, and in his individual capacity; and **Anthony Garrison**, in his official capacity as LEAD Center Director at UC Berkeley (hereinafter “the REGENTS”).

RECITALS

On or about December 12, 2017, PLAINTIFFS initiated an action against the REGENTS in the United States District Court for the Northern District of California, Case No. 3:17-cv-6899-JD (“the Action”) for declaratory relief and damages;

The REGENTS denies and disputes PLAINTIFFS’ claims and allegations;

In order to avoid the substantial expense and inconvenience of further litigation, the parties now desire to finally settle all claims asserted in, as well as all issues that were raised or could have been raised in the Action, on the terms set forth in this Agreement.

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, IT IS HEREBY AGREED AS FOLLOWS:

TERMS OF AGREEMENT

1. General Release of All Claims. PLAINTIFFS unconditionally, irrevocably and absolutely release and discharge the REGENTS, as well as its present or former employees, officers, agents, attorneys, affiliates, successors, assigns and all other representatives of the REGENTS (collectively, “Released Parties”), from any and all causes of action, judgments, liens, indebtedness, damages, losses, claims (including attorneys’ fees and costs), liabilities and demands of whatsoever kind and character that PLAINTIFFS may now or hereafter have against the Released Parties arising from incidents or events giving rise to the Action (hereafter collectively, “Released Claims”).

2. Payment. In exchange for the promises and warranties of PLAINTIFFS as described herein, the REGENTS shall pay the total sum of **\$8,250** jointly to Young

Americans for Liberty at UC Berkeley and its counsel, Alliance Defending Freedom (“Alliance Defending Freedom IOLTA”).

3. RSO Guidance. In exchange for the promises and warranties of PLAINTIFFS as described herein, the REGENTS agree that no later than June 29, 2018, the REGENTS will implement, adopt as policy, and publish (on the LEAD Center website) the UC Berkeley LEAD Center’s RSO Guidance attached as Exhibit 1. The REGENTS reserves the right to amend the LEAD Center’s RSO Guidance from time to time to change procedural details relating to the application process for registered student organizations (“RSOs”), including but not limited to the dates and application deadlines specified in the Guidance; *provided, however*, that, as long as UC Berkeley maintains a program for recognizing RSOs, the RSO Guidance must reflect the following:

- a. If the description of a new student organization in a statement of purpose or uniqueness is duplicative of one or more existing RSOs, the University may encourage, but not require, the applicant organization’s signatories to confer and collaborate with such RSOs.
- b. The University will not deny or delay RSO status on the basis of an applying organization’s statements of purpose or uniqueness, mission statement, or other viewpoint expressed in its application, so long as the organization completes the required steps of the application process.

4. Unknown or Different Facts or Law. PLAINTIFFS acknowledge that they may discover facts or law different from, or in addition to, the facts or law they know or believe to exist with respect to a Released Claim. They agree, nonetheless, that this Agreement and the releases contained in it shall be and remain effective in all respects notwithstanding such different or additional facts or law.

5. California Civil Code Section 1542 Waiver. PLAINTIFFS expressly acknowledge and agree that the releases contained in this Agreement include a waiver of all rights under Section 1542 of the California Civil Code. This statute reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OF OR SUSPECT TO EXIST IN HIS/HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM/HER MUST HAVE MATERIALLY AFFECTED HIS/HER SETTLEMENT WITH THE DEBTOR.

PLAINTIFFS acknowledge that they have read all of this Agreement, including the above Civil Code section, and that they fully understand both the Agreement and the Civil Code section. PLAINTIFFS waive any benefits and rights granted to them pursuant to Civil Code section 1542.

6. Dismissal of the Action. PLAINTIFFS agree to take all actions necessary to dismiss the Action with prejudice, including, but not limited to, executing and filing a Request for Dismissal of the Action With Prejudice, with the District Court, as soon as possible after the REGENTS' obligations under paragraphs two (2) and three (3) of this Agreement are completed.

7. No Prior Assignments or Liens; Indemnification for same. PLAINTIFFS represent and warrant that they have not assigned to any other person or entity any Released Claim. PLAINTIFFS also agree to defend, indemnify and hold the Released Parties harmless from any liability, losses, claims, damages, costs or expenses, including reasonable attorneys' fees, arising out of a breach of the representations and warranties contained in this agreement.

8. No Admissions. By entering into this Agreement, the REGENTS shall not be deemed or construed to have admitted to any liability for this incident. The parties agree that it is their mutual intention that neither this Agreement nor any terms hereof shall be admissible in any other or future proceedings against the REGENTS, except a proceeding to enforce this Agreement.

9. Attorneys' Fees and Costs. PLAINTIFFS and the REGENTS agree to bear their own attorneys' fees and expenses incurred in connection with the Action, or any Released Claim, except as otherwise set forth herein.

10. Severability. Should it be determined by a court that any term of this Agreement is unenforceable, that term shall be deemed to be deleted. However, the validity and enforceability of the remaining terms shall not be affected by the deletion of the unenforceable terms.

11. Modifications. This Agreement may be amended only by a written instrument executed by all parties hereto.

12. Cooperation. The parties agree to do all things necessary and to execute all further documents necessary and appropriate to carry out and effectuate the terms and purposes of this Agreement.

13. Interpretation; Construction. The headings set forth in this Agreement are for convenience only and shall not be used in interpreting this Agreement. This Agreement has been drafted by legal counsel representing the REGENTS, but PLAINTIFFS and their counsel have fully participated in the negotiation of its terms. PLAINTIFFS acknowledge they have had an opportunity to review and discuss each term of this Agreement with legal counsel and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

14. Entire Agreement. The parties to this Agreement declare and represent that no promise, inducement or agreement not herein discussed has been made between the parties, and that this Agreement contains the entire expression of agreement between the parties on the subjects addressed herein.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, together, all counterparts form one single Agreement. A facsimile or .pdf signature shall be deemed an original signature, and a signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) and shall have the same legal effect as an original executed copy of this Agreement.

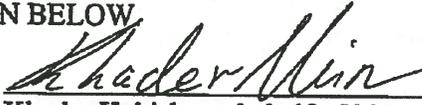
16. Advice of Counsel. The parties declare and represent that they are executing this Agreement with full advice from their respective legal counsel, and that they intend that this Agreement shall be complete and shall not be subject to any claim of mistake, and that the releases herein express a full and complete release and, regardless of the adequacy or inadequacy of the consideration, each intends the releases herein to be final and complete. Each party executes this release with the full knowledge that this release covers all possible claims, to the fullest extent permitted by law.

16. Condition Precedent. This Agreement shall not be binding on REGENTS unless and until the Board of Regents of the University of California has formally approved this settlement and such formal approval has been communicated to counsel for PLAINTIFFS. The REGENTS will initiate the process for seeking this formal approval upon the receipt by the REGENTS' counsel of a copy of this Agreement, fully executed by PLAINTIFFS.

PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

WHEREFORE, THE PARTIES HAVE VOLUNTARILY EXECUTED THIS AGREEMENT ON THE DATES SHOWN BELOW

Dated: 6/17, 2018

By: 
Khader Kakish, on behalf of himself
and the Young Americans for Liberty at
University of California

Dated: 6/28, 2018

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: 
Sonya Sanchez, Senior Counsel

ACKNOWLEDGED:

Dated: 4/27/18

By: 
 Office of Risk Services
University of California

Exhibit 1

*Young Americans for Liberty at University of California Berkeley v.
Janet Napolitano, et al.*, No. 3:17-cv-06899-JD (N.D. Cal.)

Revisions to LEAD Center's RSO Guidance

Register Your New Student Org

I. Recognition & Sponsorship

Being recognized as a Registered Student Organization (RSO) gives your organization official recognition by UC Berkeley while you are on campus. That being said, RSOs are separate entities from the University and their programs, events, and activities do not represent the University. To become an RSO, you need to register annually with the LEAD Center (registering with an academic department, finding a faculty advisor, etc., does not constitute University recognition.)

II. 2018-2019 New RSO Registration

New student organizations must apply to be registered with the university through the LEAD Center. Applications will be considered during the first eight weeks of every semester. There are several steps to becoming a LEAD Center-recognized RSO:

1. Complete the new organization application process by navigating to the "Register a New Organization" form on the lower left of the Callink Organizations webpage. You will need:
 - I. An approved name (guidelines provided within RSO application)
 - II. A statement of purpose
 - III. A statement of uniqueness
 - IV. An approved, up-to-date constitution
2. Meet with a LEAD Center staff member/representative – The LEAD Center front desk staff will contact you via e-mail to set up this appointment once your form has been reviewed.
3. Have between 4-8 members become certified Signatories
4. Have at least 2 of these signatories attend an in-person Signatory Orientation. There will be separate sessions offered for new and for returning signatories.
5. Complete the RSO Registration Form once the application is approved (right column of the RSO's Callink page).

6. Once steps 1-5 are complete, groups will have RSO status for the 2018-2019 academic year.

If the description of a new student organization in a statement of purpose or uniqueness is duplicative of one or more existing RSOs, the LEAD Center may encourage, but not require, the applicant organization's signatories to confer and collaborate with such RSOs. The LEAD Center may also ask that the group's signatories discuss this potential duplication during the required meeting with a LEAD Center staff member (Step 2). This meeting provides a valuable opportunity for the LEAD Center staff to help student signatories think through ways their organization can make a unique, positive contribution to the University's RSO community.

The criteria used to evaluate an applicant organization's application for RSO status are (1) an approved name, (2) an approved, up-to-date constitution, and (3) at least 4 certified signatories. The LEAD Center will not deny or delay RSO status to applying organizations on the basis of their statements of purpose or uniqueness, mission statement, or other viewpoint expressed in its application, so long as the organization completes the required steps of the application process.

New RSO Applications submitted by [deadline] are eligible for 2018-2019 Active RSO Status, if all of the above steps are complete by [deadline].

New Organization Registration forms submitted after [deadline] will be denied and applying organizations will be asked to resubmit during the next semester's registration period.

Register Your Returning Student Org

I. Recognition & Sponsorship

Being recognized as a Registered Student Organization (RSO) gives your organization official recognition by UC Berkeley while you are on campus. That being said, RSOs are separate entities from the University and their programs, events, and activities do not represent the University. To become an RSO, you need to register annually with the LEAD Center (registering with an academic department, finding a faculty advisor, etc., does not constitute University recognition).

Returning student organizations will be eligible to apply for re-registration for the 2018-2019 academic year beginning on July 1, 2018. LEAD Center advisors are happy to meet with any student/student organization to help you prepare for the Fall 2018 registration process.

II. 2018-2019 Returning RSO Registration

Returning RSOs must re-register for University recognition through the LEAD Center every year. There are three steps to the re-registration process:

Step 1: Re-registration Form
Complete the re-registration form.

Step 2: Signatories

Four Signatories must complete the Signatory Certification form every academic year. Credit for a prior year Signatory status does not transfer to the current year.

Step 3: Orientation

Two signatories from each organization must attend an in-person orientation. Credit for attending a prior year Signatory Orientation does not transfer to the current year as content is updated each academic year.

Returning RSOs are *not* required to submit a new name, constitution, statement of purpose, or statement of uniqueness in order to re-register. If a returning RSO intends to change its name or constitution for an upcoming semester, it must go through the same process for obtaining LEAD Center approval of its name and/or constitution as a new applicant organization.

Registration FAQs

What does it mean to be a Registered Student Organization? Why should we register?

Being a Registered Student Organization (RSO) gives your organization official recognition by UC Berkeley while you are on campus. RSO's are separate entities from the university and their programs, events, and activities do not represent the university. The only way to become an RSO is to register annually with the LEAD Center (registering with an academic department, finding a faculty advisor, setting up a DeCal, etc, is not the same thing.)

The perks of being registered:

- Funding through a variety of sources
- Ability to reserve spaces on campus
- Eligibility to recruit members by posting fliers on campus and announcements on specified campus calendars
- Advising from professional staff who specialize in supporting specific campus communities
- Free insurance coverage for most on-campus events, based on risk
- The ability to apply for a groupname.berkeley.edu web address
- The opportunity to build community and make Berkeley feel like home

What are we responsible for as an RSO?

The Responsibilities:

- Ensure that your organization is operating in alignment with current university policies, including:

- Berkeley Campus Regulations
 - The Code of Student Conduct
 - Nondiscrimination Policies
 - Policy on Sexual Harassment and Sexual Violence
 - Statement on Hazing (Matt's Law)
 - Policy on Alcohol and Tobacco on Campus
 - The Dance Policy
 - Time, Place, and Manner on Campus
 - Campus Online Activities Policy
 - Policy of Use of University Names, Seals, and Trademarks
- Your organization is financially responsible for any university charges
 - To develop innovative ideas, to create a welcoming environment, and to provide social and educational opportunities to your members and the community.
 - To have fun!

What does it mean to have an approved name?

Because RSOs are separate and distinct entities from the university, they are not allowed to use trademarked terms in their names unless they have received prior authorization from the Office of Business Contracts and Brand Protection. This includes: Cal, California, UC Berkeley, UCB, Berkeley Campus, Golden Bears, Oski, etc.

The name "Berkeley" can be used only at the end of the student organization's name in reference to a geographical location, i.e., "at Berkeley" or "of Berkeley." The student organization's name may not begin with the word "Berkeley" unless the student organization has received proper authorization from the LEAD Center and/or the office of BCBP.

As long as names fall within the above stated guidelines, they can be approved.

What's the difference between a Statement of Purpose and a Statement of Uniqueness?

A purpose statement (or mission statement) defines what your organization wants to accomplish.

Your organization's uniqueness statement provides the LEAD Center with additional details about your organization beyond what you have stated in your statement of purpose. This is an opportunity to clarify how your proposed organization is different from other existing

student organizations at UC Berkeley and how your group will have a positive impact on the university community. The LEAD Center will not deny RSO status to applying organizations on the basis of their statements of purpose or uniqueness. Instead, the purpose of requiring these statements is to provide a valuable opportunity for the LEAD Center's staff to help you think through ways that your organization can contribute to the University's RSO community.

What information do we need to put in our constitution?

A student organization constitution is the official statement of the organization's purpose and how it intends to operate. It should serve as a guide for making leadership changes, running meetings, planning activities, and generally for making decisions about how to best achieve an Organization's stated purpose.

- All RSO constitutions must follow the format in the Constitution Template in order to be approved. While you may add articles or bylaws to the template, all of the articles in the template must be included. Additions to the document must adhere to the campus regulations as stated in the Berkeley Campus Regulations.
- Please note and include the sections highlighted in red exactly as written, as this language complies with university policy.
- The sections highlighted in blue are required for all ASUC sponsored organizations and recommended for all RSOs.
- Approved constitutions are uploaded and stored in the organization's document folder on CalLink.

Do Signatories need to be students?

Each RSO must have been 4-8 signatories at any given time. At least two of these **must** be currently enrolled students at UC Berkeley. The other 2-6 may be students, staff, or faculty members.