

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (the "Settlement Agreement") is made and entered into this 21 day of September, 2016, by and between:

Plaintiffs: Brittany Mirelez and Richard Shemberger (collectively "Plaintiffs")

District: Maricopa County Community College District, Dr. Paul Dale, Veronica Garcia, Mike Ho (collectively "the District")

Recitals

A. Brittany Mirelez initiated a lawsuit against District by way of a Complaint filed in United States District Court, entitled "Brittany Mirelez v. Dr. Paul Dale, Veronica Garcia, and Mike Ho," Cause Number CV-15-02499-ROS ("Lawsuit"). Richard Shemberger was subsequently added as a party through an Amended Complaint.

B. The Parties desire to enter into this Settlement Agreement to resolve any and all claims by Plaintiffs against the District related in any way to the Lawsuit or otherwise relating to Plaintiffs' interaction with the District.

1.0 Release and Discharge

The Parties agree as follows:

1.0 Release and Consideration

1.1 In consideration for the agreements set forth herein, the District: (1) has adopted the attached Administrative Regulation 2.4.14; and (2) will pay Plaintiffs' counsel, Alliance Defending Freedom ("ADF"), \$15,000 in attorneys' fees contingent upon approval of this agreement by the District's Governing Board. If that approval is obtained, payment will be made within 30 days of approval.

1.2 In consideration for the agreements set forth herein, Plaintiffs, being of lawful age, agree to the following: (1) immediately upon receiving a fully executed copy of this Agreement, Plaintiffs shall file a stipulation of dismissal with prejudice of the Lawsuit; and (2) Plaintiffs do hereby and for their heirs, executors, administrators, successors and assigns release, acquit and forever discharge the District from any and all past, present and future actions, causes of action, claims, demands, rights, damage, costs, loss of services, expenses and compensation whatsoever, which Plaintiffs now have or which may hereafter accrue, on account of, in any way growing out of, resulting from or related to the matters set forth in the Lawsuit.

1.3 This release and discharge shall also apply to the District's past, present and future officers, board members, attorneys, insurers, agents, servants, owners, members, employees, departments, agencies, subsidiaries, affiliates, partners, predecessors and successors in interest, and assigns and all other persons, firms or corporations with whom any of the former have been, are now, or may hereafter be affiliated, and the spouses of any such individuals. The District and the parties defined above are hereinafter collectively referred to as the "Released Parties."

1.4 Plaintiffs will receive no payment other than that set forth in Section 1.2 above in connection with the claims released in this Settlement Agreement.

1.5 This Settlement Agreement shall be a fully binding and complete settlement.

1.6 Plaintiffs warrant that Plaintiffs will satisfy any and all unpaid or unsatisfied liens of any nature that relate to the claims released herein against the Released Parties, and that Plaintiffs will indemnify and hold harmless the Released Parties from any and all liability whatsoever including but not limited to costs, attorneys' fees, healthcare, or judgments which might arise from unpaid liens of any kind which might apply to the proceeds paid herein or otherwise resulting from the claims released herein.

1.7 ADF agree to provide the District's attorney a fully executed W-9 and ADF understands that the W-9 must be received by the District's counsel before the settlement payment can be rendered.

1.7.1 The settlement check will be made payable to "Alliance Defending Freedom."

2.0 Attorney's Fees

Each party will bear its own costs and attorney's fees incurred in this matter other than as stated in Section 1.2. herein.

3.0 Representation of Comprehension of Documents

In entering into this Settlement Agreement, Plaintiffs represent that they read and understood the terms of this Settlement Agreement, that Plaintiffs had an opportunity to have this Settlement Agreement reviewed by the counsel of their choice, and that the terms of this Settlement Agreement are voluntarily accepted by Plaintiffs.

4.0 Warranty of Capacity to Execute Agreement

Plaintiffs represent and warrant that no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this Settlement Agreement, except as otherwise set forth herein; that Plaintiffs have the sole right and exclusive authority to execute this Settlement Agreement; and that Plaintiffs have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Settlement Agreement.

5.0 Governing Law

This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of Arizona.

6.0 Entire Agreement and Successors in Interest

This Settlement Agreement contains the entire agreement between Plaintiffs, the District, and the Released Parties with regard to the matters set forth in it and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, spouses, successors and assigns of each. The Released Parties are third party beneficiaries under this Settlement Agreement.

7.0 Severability

In the event that any portion of this Agreement is found to be unenforceable for any reason, the unenforceable provision(s) shall be considered to be severable. The remainder of this Agreement shall continue in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of this Agreement. Further, any court considering any term alleged to be invalid, illegal, or unenforceable shall modify any challenged provision to the extent required to make it valid, legal, and enforceable and thereby give as much effect as possible to the intentions of the parties to this Agreement.

8.0 Waiver

No waiver of any terms of this Agreement shall constitute a waiver of any other terms, whether or not similar, nor shall any waiver be a continuing waiver.

9.0 Liability Denied

This Agreement constitutes the settlement and compromise of a disputed claim. Nothing contained in this Agreement shall be construed as an admission by any Released Party that they violated any statute, law or regulation, breached any contract or agreement, or engaged in any of the conduct or practices alleged in the Lawsuit or otherwise relating to Plaintiffs' relationship with the District. The District and the Released Parties expressly deny that they engaged in any unlawful practice against Plaintiffs.

10.0 Tax Consequences

Plaintiffs acknowledge that Plaintiffs are responsible for all tax obligations and consequences arising from this Agreement, and that the District has not advised Plaintiffs as to any issue relating to the tax consequences attendant to this Agreement, and that Plaintiffs agree to indemnify and hold harmless the Released Parties from all liens, actions or claims on the part of the Internal Revenue Service or any other tax authority in connection with such payment. This indemnity and hold harmless agreement will apply as to the full amount of all such liens, actions or claims, and all expenses incurred therewith.

11.0 Reliance

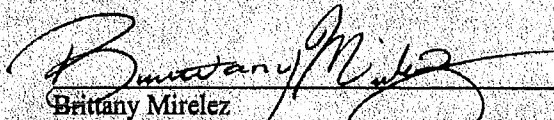
Plaintiffs agree, acknowledge, warrant and represent that in deciding to sign this Agreement (i) they relied upon their own judgment and that of any persons of their own choosing

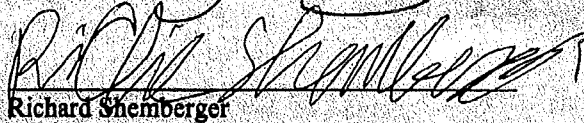
who have provided advice or counsel to them regarding this Agreement; (ii) they had a sufficient period of time to consider whether to enter into this Agreement and to consider the terms and provisions of this Agreement; (iii) no statement, communication or other representation made by the District or its agents has in any way unduly influenced or coerced them to sign this Agreement; (iv) this release is given in return for valuable consideration to which Plaintiffs would not otherwise be entitled; (v) this Agreement is written in a manner that is understandable to Plaintiffs; and (vi) that Plaintiffs read and understood all of the terms and conditions of this Agreement.

THE UNDERSIGNED HAVE READ THE FOREGOING SETTLEMENT AGREEMENT AND FULLY UNDERSTAND IT.

Signed this September day of 21, 2016.

PLAINTIFFS:


Brittany Mirelez


Richard Shemberger

DISTRICT


Margaret McConnell, Interim General Counsel

10-26-16

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2.4 college environment (cont'd)

2.4.14 Use of College Grounds By MCCCDC Affiliated Users (cont'd)

c. Substantial Interference

Substantial Interference includes, but is not limited to, activity that: 1) disrupts instruction, lecture, studying or other academic pursuits; 2) disrupts MCCCDC administrative activities; 3) blocks access to buildings or structures; 4) obstructs passageways for vehicles or pedestrians; 5) disrupts previously scheduled events; 6) impairs the health and safety of the college community; 7) is unlawful; and/or 8) otherwise presents a threat to public safety.

The mere potential for Substantial Interference is not sufficient to prohibit or limit Expressive Activity. Instead, it must be reasonably determined that the activity presents a significant likelihood of creating Substantial Interference before Expressive Activity may be prohibited or limited in accordance with this regulation.

d. Planned Expressive Activity

Planned Expressive Activity is when participants seek to reserve space for an established point in time and/or use tables, chairs, amplification or other audio-visual equipment and/or temporary structures such as tents or awnings.

2. Reservation of Campus Space for Planned Expressive Activity

Affiliated Users may reserve outdoor and indoor campus space, as defined below, for Planned Expressive Activity. Reservations are to be made through the respective college's Office of Student Life and Leadership no less than one business day before the activity is intended to occur. Such reservations will be approved on a first come, first served basis unless the Office of Student Life and Leadership determines, without regard to the content of the proposed Expressive Activity, that the activity constitutes Substantial Interference. If the Office of Student Life and Leadership determines an Expressive Activity constitutes Substantial Interference it will work with the Affiliated User in an effort to find an alternative, if any exists, that allows the Expressive Activity to occur without such interference.

a. Outdoor Space – outdoor space available for reservation by Affiliated Users does not include: parking lots, athletic facilities, meditation or peace gardens, areas designated as outdoor study zones, and child care facilities.

b. Indoor Space – indoor space is available for reservation by Affiliated Users if the space is determined by the college to be a common area that is publically accessible. Buildings housing classrooms and/or administrative offices are not available for reservation.

3. Spontaneous Expression

MCCCDC recognizes that Expressive Activity may occur in both structured and organic forms. Spontaneous expression by Affiliated Users may be undertaken in outdoor or Indoor space, as defined above, without prior reservation as long as the activity does not constitute Substantial Interference.

Direct Approval by the Chancellor, August 24, 2016

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2.4 college environment (cont'd)

2.4.14 Use of College Grounds By MCCCDC Affiliated Users

Introduction

The colleges of the Maricopa County Community College District ("MCCCDC") are dedicated by law to the purpose of formal education. They are, and have been since their creation, for the educational use and benefit of prospective and enrolled students, the MCCCDC employees who serve them, and those who are invited on location by members of the college community to attend or participate in sponsored events. The MCCCDC has a long history of supporting expressive activities that are conducted on campuses. For the purposes of avoiding disruption or interference with its educational activities, while protecting the rights of the members of the campus community and their invited guests to express themselves and access information, this administrative regulation governs the use of college grounds by Affiliated Users (as defined in Section 1) for Expressive Activity. Expressive Activity is defined as:

- Meetings and other group activities by registered students and student organizations
- Non-commercial speeches, performances, demonstrations, rallies, vigils and other events that are organized by students or student clubs and organizations.
- Non-commercial leafleting and pamphleting
- Any other student expression that is protected by the First Amendment to the U.S. Constitution

Outdoor campus areas are venues for free expression by Affiliated Users, including speeches, demonstrations, and the distribution of literature, subject to the reasonable time, place and manner restrictions set forth in this regulation.

This regulation will be administered in a manner that is content and viewpoint neutral and seeks to protect the free expression of ideas.

1. Definitions

a. MCCCDC Affiliated Users

Affiliated Users are: 1) individuals employed by MCCCDC except when engaging in a commercial activity; 2) individuals contracted by MCCCDC who are acting on behalf of or for MCCCDC purposes; 3) individuals enrolled via the registrar as students within the MCCCDC system; and 4) external entities and/or individuals invited by student clubs and organizations to participate on behalf of the club or organization in an event that is related to the club or organization's purpose.

b. Non-Affiliated Users

Non-Affiliated Users are organizations, groups or individuals that are not Affiliated Users. Use of MCCCDC grounds or facilities by Non-Affiliated Users is governed by Administrative Regulations 1.5 and 2.4.9.