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25 *Attorneys for Defendant*

26 **UNITED STATES DISTRICT COURT
27 EASTERN DISTRICT OF CALIFORNIA**

**FRESNO STATE STUDENTS FOR LIFE, et
al.,**

Plaintiffs,

v.

WILLIAM GREGORY THATCHER,

Defendant.

Case No. 1:17-CV-00657-DAD-SKO

SETTLEMENT AGREEMENT & RELEASE

28 This Settlement Agreement & Release (the "Agreement") is made and entered into
29 by and between Plaintiffs Fresno State Students for Life, Bernadette Tasy, and Jesus
30 Herrera and Defendant William Gregory Thatcher to resolve the above-captioned
31 lawsuit.

RECITALS

1. On May 11, 2017, Plaintiffs filed a Verified Complaint in the United States District Court for the Eastern District of California in a case styled *Fresno State Students for Life v. Thatcher*, No. 1:17-CV-00657-DAD-SKO (hereinafter, the “Litigation”), seeking injunctive, declaratory, and monetary relief for the violation of their rights under the First and Fourteenth Amendments to the United States Constitution.
2. In their Verified Complaint, Plaintiffs challenged Defendant Thatcher’s actions in interfering with and erasing their constitutionally protected expression on the campus of California State University, Fresno (“Fresno State University” or “University”) on May 2, 2017.
3. On November 1, 2017, the parties and their counsel participated in a settlement conference that resulted in an agreement to resolve this case.
4. On December 15, 2017, Defendant Thatcher refused to complete the First Amendment training session that was scheduled for that date and that was a component of the November 1, 2017 agreement. *See* Notice Regarding Efforts to Complete Settlement Agreement, Dec. 22, 2017, ECF No. 26; Pls.’ Uncontested Mot. for Extension of Time to File Dispositive Documents, Jan. 3, 2018, ECF No. 27. Thereafter, the parties negotiated additional terms to resolve the issues his actions raised. Hence, this document sets forth all agreements made between the parties to resolve the disputes between them.
5. In order to avoid the expense, risk, and cost of further proceedings in this Litigation, and without any admission of liability upon the claims asserted in the Litigation, the parties desire to resolve all claims asserted in the Litigation in accordance with the terms and conditions set forth in this Agreement.

AGREEMENT

Now therefore, Plaintiffs and Defendants agree as follows:

SETTLEMENT AGREEMENT & RELEASE

1 1. Defendant Thatcher has agreed:

- 2 a. To pay Mr. Herrera the sum of one thousand dollars (\$1,000.00) via a check
3 or draft payable to Mr. Herrera that will be delivered to Plaintiffs' counsel;
- 4 b. To pay Miss Tasy the sum of one thousand dollars (\$1,000.00) via a check
5 or draft payable to Miss Tasy that will be delivered to Plaintiffs' counsel;
- 6 c. To pay Alliance Defending Freedom ("ADF") the sum of twenty-five thousand,
7 nine hundred, ninety-six dollars, and sixty-three cents (\$25,996.63) (*i.e.*,
8 \$15,000 to resolve Plaintiffs' claims for attorneys' fees and costs and \$10,996.63
9 to reimburse ADF for the costs and fees associated with the December 15, 2017
10 First Amendment training session) via a check or draft payable to Alliance
11 Defending Freedom that will be delivered to Plaintiffs' counsel;
- 12 d. To agree to the entry of an injunctive order, which the Court has since en-
13 tered (*see* Order Granting Joint Motion for Stipulated Injunctive Relief,
14 Nov. 3, 2017, ECF No. 24); and
- 15 e. To complete a training session on First Amendment rights, lasting no
16 longer than two hours, presented by Alliance Defending Freedom, subject
17 to the following conditions:
- 18 i. Defendant Thatcher will attend the training session at 10:00 a.m. (Pa-
19 cific Standard Time) on February 2, 2018 at the office of Mr. Lehman;
- 20 ii. Mr. Lehman will certify that Defendant Thatcher was present for the
21 entire two hours and that the training was visible and audible for De-
22 fendant Thatcher for the entire two hours (*i.e.*, that no one turned off
23 the video or muted the sound); and
- 24 iii. ADF will audio and video record the training session.
25 (Defendant Thatcher completed this training, which lasted approximately
26 an hour and a half, on the date and at the time given above.)

27 2. Plaintiffs have agreed:

1 a. To dismiss this Litigation with prejudice within ten (10) days after Defend-
2 ant Thatcher completes all of his obligations under this Agreement;

3 b. To release and discharge forever Defendant Thatcher from all claims that
4 were raised or could have been raised in the Litigation that arose from,
5 concerned, or were in any way related to the facts set forth in Plaintiffs'
6 Verified Complaint.

7 3. By entering into this Agreement, Defendant is not admitting liability, and this
8 Agreement shall never be treated as an admission of liability or responsibility at any
9 time for any purpose.

10 4. The provisions of Section 1542 of the Civil Code of the State of California are
11 hereby expressly waived, and the parties understand that this section provides: "A
12 general release does not extend to claims which the creditor does not know or suspect
13 to exist in his favor at the time of executing the release, which if known by him must
14 have materially affected his settlement with the debtor."

15 5. In the event legal action is brought to enforce any provision of this Agreement,
16 the prevailing party shall be entitled to recover its reasonable attorneys' fees and
17 costs of the suit.

18 6. For the parties' protection, California law requires the following to appear in
19 this Agreement: "Any person who knowingly presents false or fraudulent claim for
20 payment of a loss is guilty of a crime and may be subject to fines and confinement in
21 state prison."

22 7. This Agreement may be executed in one or more counterparts, each of which
23 shall be deemed an original. The execution of this Agreement by signature transmit-
24 ted by facsimile or other electronic means shall be as fully enforceable as an original
25 signature.

26 8. The parties have all been fully advised by their respective counsel as to the
27 meaning and effect of this Agreement.

1 FOR PLAINTIFFS:

2 Bernadette Tasy 02/10/18
3 Bernadette Tasy Date
4 President
Fresno State Students for Life

5 _____ Date
6 Jesus Herrera
7

8 APPROVED AS TO FORM AND CONTENT:

9
10 _____ Date
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20 *Attorneys for Plaintiffs*

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Bernadette Tasy
President
Fresno State Students for Life

Date

Jesus Herrera

2-13-18

Jesus Herrera

Date

APPROVED AS TO FORM AND CONTENT:

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Date

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Attorneys for Plaintiffs

1 FOR PLAINTIFFS:


2
3 Bernadette Tasy
4 President
5 Fresno State Students for Life

Date

6
7
8 Jesus Herrera

Date

9 APPROVED AS TO FORM AND CONTENT:

10 
11 TRAVIS C. BARHAM
12 Georgia Bar No. 753251

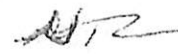
7 March 2018
Date

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Attorneys for Plaintiffs

1 FOR DEFENDANT:

2  2/26/18
3 _____
4 William Gregory Thatcher Date

5 APPROVED AS TO FORM AND CONTENT:

6  3/6/18
7 _____
8 Date

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12 *Attorneys for Defendant*

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WILLIAM GREGORY THATCHER,

Defendant.

Case No. 1:17-CV-00657-DAD-SKO

STIPULATION OF
VOLUNTARY DISMISSAL

28 Pursuant to the terms of the settlement agreement attached as Exhibit A to this
29 stipulation, Plaintiffs and Defendant, by and through counsel, stipulate to the
30 voluntary dismissal with prejudice of all claims brought in Plaintiffs' Verified
31 Complaint in the above-captioned case under FED. R. CIV. P. 41(a)(1)(A)(ii).

1 Respectfully submitted this 19th day of March, 2018,

2 /s/ Travis C. Barham

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/s/ Michael E. Lehman (with consent)

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Attorneys for Defendant

12 * Admitted *pro hac vice*.

13 *Attorneys for Plaintiffs*

CERTIFICATE OF SERVICE

1 I hereby certify that on the 19th day of March, 2018, I electronically filed a true
2 and accurate copy of the foregoing document with the Clerk of Court using the
3 CM/ECF system, which automatically sends an electronic notification to the following
4 attorneys of record:

5
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11 *Attorneys for Defendant*

12 Respectfully submitted on this the 19th day of March, 2018.

13 */s/ Travis C. Barham*
14

TRAVIS C. BARHAM
Attorney for Plaintiffs