

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made by and between Vincenzo Sinapi-Riddle (“Plaintiff”), and the Defendants in the case styled *Sinapi-Riddle v. Citrus Community College District*, Case No. 2:14-cv-05104-FMO-RZ, in the U.S. District Court for the Central District of California (“Subject Lawsuit”), including Citrus Community College District, Dr. Geraldine Perri, Arvid Spor, Martha McDonald, and Adrienne Thompson, and one Doe Defendant (“Defendants”) (collectively the “Parties”).

Recitals

WHEREAS, Plaintiff brought the Subject Lawsuit against Defendants because of the facts alleged in the Complaint filed in the Subject Lawsuit and to challenge policies, practices, and procedures of Defendants relative to free speech activities at Citrus Community College, as maintained by Citrus Community College District (together “Citrus College”), including Administrative Procedure (“AP”) 3900 “Speech: Time, Place, and Manner”; AP 5450 “Student Clubs and Organizations”; and AP 7102 “Prohibition of Harassment: Students and Employees” (collectively, the “Old Procedures”); and

WHEREAS, Defendants, as an institution of higher education and officers and employees thereof, place great value on the free exchange of ideas; and

WHEREAS, prior to execution of this Settlement Agreement, Citrus College enacted a revised AP 3900 “Speech: Time, Place and Manner,” a revised AP 5450 “Student Clubs and Organizations,” and a new AP 7102.1 “Prohibition of Harassment: Students,” copies of each of which are attached hereto as Appendices I, II, and III, respectively (the “New Procedures”); and

WHEREAS, the Parties desire to settle all claims set forth in the Subject Lawsuit;

NOW THEREFORE, the Parties agree to settle such claims on the following terms:

Obligations and Commitments

1. Within thirty (30) calendar days of the execution of this Settlement Agreement, Defendant Citrus Community College District will pay \$110,000 (the “Settlement Payment”) to Plaintiff and his attorneys. The check will be made payable to the Davis Wright Tremaine LLP Attorney Client Trust Account and delivered to Plaintiff’s attorneys, Davis Wright Tremaine LLP, located at 1919 Pennsylvania Avenue, N.W., Suite 800, Washington, D.C. 20006. Upon receipt, Plaintiff acknowledges the sufficiency of these funds in settlement of all damages and attorney’s fees and costs.

2. The Parties agree that Citrus Community College District will issue an IRS Form 1099 to Plaintiff and his attorneys in the amount of \$110,000. Plaintiff and his attorneys hereby acknowledge and agree that they are responsible for all tax obligations, if any, including, but not limited to, all reporting and payment obligations which may arise as a consequence of this Agreement. Plaintiff and his attorneys agree to indemnify and hold Defendants harmless from and against any and all loss, cost, damage or expense arising out of any dispute over the tax treatment of the proceeds received by Plaintiff and his attorneys as a result of this Agreement. Plaintiff and his attorneys agree that, if their addresses have changed or do change from the last

contact information provided to Citrus Community College District, they will inform Citrus Community College District of their current addresses by January 1, 2015, so it can mail Plaintiff and his attorneys the IRS Form 1099.

3. Plaintiff acknowledges and represents that this Settlement Agreement and the release herein evidences the settlement of the Claims, and that Defendants' enactment of the New Procedures and tender of the Settlement Payment are not and shall not be construed to be an admission of liability by Defendants. It is understood and agreed that the Settlement Payment is made for the purpose of avoiding any cost associated with litigation and to settle all of Plaintiff's Claims against Defendants.

4. Within five (5) business days of Plaintiff's attorneys' receipt of the Settlement Payment, Plaintiff shall file a stipulation of dismissal of the Subject Lawsuit which shall include a dismissal with prejudice of all claims against Defendants, in the form attached hereto as Exhibit "A."

5. Defendants will not revert to or attempt to enforce the Old Procedures, and if there is ever need to conform to changes in law or circumstance, any amendment to the New Procedures, and/or adoption of additional policies and procedures governing the same subject matter, shall be subject to constitutional limits. The Parties agree that the Court shall retain jurisdiction of this matter until December 31, 2015, for purposes of enforcing the terms of this Settlement Agreement, if necessary, and that the stipulation of dismissal referenced above shall request that the Court expressly include its retention of jurisdiction over the Settlement Agreement as part of its Order of dismissal.

6. Plaintiff, for himself and all of his agents, legal and personal representatives, successors and assigns, past, present and future, fully release and forever discharge Defendants, and each of them, and each of their respective affiliates, members, officers, directors, employees, servants, agents, legal and personal representatives, insurers, bonding companies, sureties, successors and assigns, past, present and future ("Releasees"), from any and all claims, rights, demands, actions, damages, and causes of action, whether in law or in equity, contract or tort set forth in the Subject Lawsuit (the "Claims").

7. Plaintiff understands the releases provided for in this Agreement extend to all claims, whether known or not known, claimed or suspected, up to and including the date of execution thereof, and constitute a waiver of each and all of the provisions of California Civil Code section 1542, which reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exists in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Plaintiff, being aware of this section, hereby expressly waives the provisions of California Civil Code Section 1542 and further expressly waives any right to invoke said provisions now or at any time in the future.

8. Plaintiff represents and warrants that he has not assigned or otherwise transferred, by way of subrogation, operation of law, or otherwise, any right to any other person or entity to assert any of the Claims against Defendants. Plaintiff further represents and warrants that he has not initiated any proceeding or litigation against any Defendant other than the Subject Lawsuit and will not initiate any such proceeding or litigation in the future in regard to any claim released hereunder.

Additional Terms

9. This Settlement Agreement has been, and shall for all purposes be, deemed to have been, executed and delivered within the state of California, and the rights and obligations of the Parties hereto shall be construed and enforced in accordance with and governed by the laws of the state of California.

10. This Settlement Agreement is the entire agreement with respect to the subject matter hereof. It supersedes all prior and contemporaneous and oral and written agreements and discussions. It may be modified or amended by the Parties only by an agreement in writing.

11. This Settlement Agreement may be executed in counterparts by any of the signatories hereto, including by facsimile or email transmission, and as so executed shall constitute one agreement.

12. The Parties represent that in executing this Agreement, the Party does not rely upon and has not relied upon any representation, promise, or statement not expressly contained herein and that the Party has conferred with his, her, or its own attorney, with regard to the basis or effect of this Agreement.

13. This Agreement constitutes an integration of the entire understanding and agreement by, between, and among the Parties hereto and supersedes and is in lieu of any and all other arrangements, statements or promises, written or oral, between and among the Parties. Any representations, warranties, promises, understandings, or conditions, whether written or oral, not specifically incorporated herein, shall not be binding upon any of the Parties hereto.

14. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and the illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.

15. This Agreement cannot be amended, modified, or supplemented in any respect except by written agreement entered into by the Parties hereto.

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16. This Agreement shall not be construed against any one Party, but shall be construed as if jointly prepared by the Parties hereto. Any uncertainty or ambiguity shall not be interpreted against any one Party.

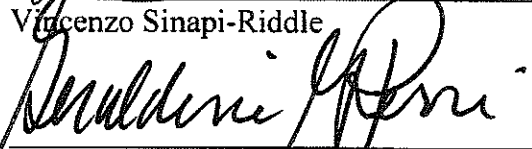
PLEASE READ CAREFULLY AND DISCUSS WITH YOUR REPRESENTATIVE. THIS AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

IN WITNESS WHEREOF, the Parties hereto, having read and understood this Settlement Agreement, have voluntarily and with full knowledge executed this Settlement Agreement on the date(s) indicated below.

Date: 12/2, 2014


Vincenzo Sinapi-Riddle

Date: 12/3, 2014


Dr. Geraldine Perri, President
On behalf of Citrus Community College District