

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF SOUTH CAROLINA  
CHARLESTON DIVISION

**South Carolina Politics Club**, an  
unincorporated association on behalf of itself  
and its members; **Jeremy Turner**; and **Adam  
Gainey**,

Plaintiffs,

v.

CASE NO. 2:18-cv-02335

**Stephen C. Osborne**, in his official capacity  
as Interim President of the College of  
Charleston;

**Brian R. McGee**, in his official capacity as  
Provost and Executive Vice President of  
Academic Affairs of the College of  
Charleston, and in his individual capacity;

**Alicia D. Caudill**, in her official capacity as  
Executive Vice President for Student Affairs  
of the College of Charleston, and in her  
individual capacity;

**Michael Duncan**, in his official capacity as  
Associate Vice President for Student  
Involvement, and in his individual capacity;

**Christine Workman**, in her official capacity  
as Director of Student Life of the College of  
Charleston, and in her individual capacity;

**Jill Caldwell**, in her official capacity as  
Associate Director of Student Life  
Organizations, Programming and Events of  
the College of Charleston, and in her  
individual capacity;

Defendants.

**Settlement Agreement and Release of  
Claims**

## FULL, FINAL SETTLEMENT AND COMPLETE RELEASE

This Settlement Agreement & Release (the "Agreement") is made and entered into by and between South Carolina Politics Club, an unincorporated association, on behalf of itself and its members, Jeremy Turner, and Adam Gainey

(hereinafter "the Plaintiffs"),

and

Stephen C. Osborne, in his official capacity as Interim President of the College of Charleston; Brian R. McGee, in his official capacity as Provost and Executive Vice President of Academic Affairs of the College of Charleston, and in his individual capacity; Alicia D. Caudill, in her official capacity as Executive Vice President for Student Affairs of the College of Charleston, and in her individual capacity; Michael Duncan, in his official capacity as Associate Vice President for Student Involvement, and in his individual capacity; Christine Workman, in her official capacity as Director of Student Life of the College of Charleston, and in her individual capacity; Jill Caldwell, in her official capacity as Associate Director of Student Life Organizations, Programming and Events of the College of Charleston, and in her individual capacity

(hereinafter "the Defendants").

The Plaintiffs and the Defendants agree as follows:

1. **Settlement.** In consideration for Plaintiffs' release of claims as described herein and for their dismissal of this action, the Defendants have agreed to the following:
  - a. No later than June 1, 2019, Defendants will cause "The Compass" policy document attached as Exhibit A to be adopted as the policy of the College of Charleston without substantive alteration.
  - b. No later than June 1, 2019, Defendants will pay a sum of \$20,000 to Alliance Defending Freedom (payable to "Alliance Defending Freedom IOLTA") for Plaintiffs' attorneys' fees and costs in this matter.
2. **Release.** For and in consideration of the payment and actions described in Paragraph 1, and in consideration of Defendants' action to recognize South Carolina Politics Club as an official student organization, effective on or about May 6, 2019, the Plaintiffs, for themselves, heirs, representatives, successors and assigns, and all other persons and entities that can or may claim by or through them agree to release, acquit and forever discharge the Defendants, as well as the College of Charleston (the "College"), and Defendants' and the College's respective insurers, affiliates, agents, departments, attorneys, representatives, consultants, investigators, adjusters, faculty, administrators, trustees, students, successors, and assigns from any and all known or unknown injuries, damages, actions, causes of action, claims, demands, damages, loss of services, loss of profits, loss of income, expenses, compensation, rights, suits of whatever kind or nature, whether past, present or future, on account of, arising out of or in any way growing out of the Plaintiffs' alleged claims or damages, said facts being more fully described in the above caption action in the United States District Court for the District of South Carolina, Charleston Division and designated as Case No.: 2:18-cv-2335-RMG (the "Lawsuit"), and all claims or damages that could have been brought as part of the Lawsuit.

3. *Dismissal.* Further, in consideration of the actions described in paragraph 1, South Carolina Politics Club, an unincorporated association on behalf of itself and its members, including but not limited to Jeremy Turner and Adam Gainey, do hereby authorize and direct their attorneys to dismiss with prejudice the above listed action as to all Defendants listed above. Such dismissal shall be accomplished within 7 days of receipt of confirmation that Defendants have complied with all obligations under paragraph 1.
4. *Acknowledgement of full release.* The Plaintiffs, hereby acknowledge that the completion of the terms of paragraph 1 will constitute full satisfaction and settlement of all such claims and causes of action that were or could have been raised in this action and fully understand that neither they nor their representatives, successors, heirs, assigns or any other persons or entities that claim by or through South Carolina Politics Club, an unincorporated association on behalf of itself and its members, including but not limited to Jeremy Turner and Adam Gainey, can make any further claim against any person or entity whatsoever that is released herein.

It is distinctly understood and agreed as follows:

- A. That on completion of all the actions described in paragraph 1, this Release shall act and operate as a full, final and complete release of any and all persons and entities, whether or not expressly named or described herein, from any and all liability on account of the occurrence and things above set out;
  - B. That it shall cover all losses, injuries and damages, past, present and future, known and unknown, regardless of whether the injuries, losses and damages are more serious or different than South Carolina Politics Club, an unincorporated association on behalf of itself and its members, Jeremy Turner and Adam Gainey now knows or understands them to be;
  - C. That it shall not be subject to any claim of mistake of fact;
  - D. That it expresses a full, final and complete settlement of the liability claimed and/or denied; and
  - E. That, regardless of the adequacy of the amount paid, it is intended to be final and complete.
5. *Warranty.* South Carolina Politics Club, an unincorporated association on behalf of itself and its members, including but not limited to Jeremy Turner and Adam Gainey, further represents and warrants that, other than assigning any costs and attorneys' fees recovered in this action to Alliance Defending Freedom in exchange for pro bono representation, it has not heretofore assigned to any other person or entity all or any portion of any claim whatsoever which it may have or may have had or may claim in the future to have against the persons and entities hereby released, and they represent and warrant that it is the proper party to receive the proceeds of the settlement of the aforementioned lawsuit.
  6. *Indemnity.* South Carolina Politics Club, an unincorporated association on behalf of itself and its members, including but not limited to Jeremy Turner and Adam Gainey, agrees to indemnify and hold harmless the persons and entities hereby released against any loss, cause, damages, liens, expenses (including attorney's fees), or other liability or claims imposed upon the person or entities hereby released or any of them, by reason of any third person or entity claiming to have an interest in the matter referred to herein, or claiming to be an assignee or subrogee of any of the claims or causes of action mentioned above, or claiming a right of indemnity against the persons and entities hereby released, or any of them, or claiming to have been damaged as a result of the matters referred to herein.

7. *Independent Judgment.* South Carolina Politics Club, an unincorporated association on behalf of itself and its members, including but not limited to Jeremy Turner and Adam Gaincy, hereby declares and represents that in making this Release it relies wholly upon its own judgment, belief and knowledge of the nature, expense and duration of said damages, and that it has not been influenced by any extent whatsoever in making this Release by any representations or statements regarding said damages, or regarding any other matters made by the persons, firms, entities, or corporations who are hereby released, or by any person or persons representing them or any of them.
8. *Entire Agreement.* It is further understood and agreed that there is no promise or agreement on the part of the persons, firms and corporations who are hereby released to do or omit to do any acts or things not herein mentioned, that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital and may be used as a defense in any action or proceeding instituted or undertaken related to this action.
9. *Governing Law.* The undersigned further agrees that this Release is to be governed by and interpreted in accordance with the Laws of the United States District Court for the District of South Carolina.
10. *Execution in Counterparts and/or Transmitted by Electronic Means.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. The execution of this Agreement by signature transmitted by facsimile or other electronic means shall be as fully enforceable as an original signature.
11. *No Admissions.* By entering into this Agreement, Defendants are not admitting liability or recognizing the validity of any of Plaintiffs' claims. Likewise, by entering into this Agreement, Plaintiffs are neither recognizing the validity of any defense Defendants may have asserted nor providing any assurance or certification that all aspects of Defendants' revised policies fully comply with the United States Constitution. Rather, Plaintiffs and Defendants are entering into this Agreement solely to avoid the expense and inconvenience of further dispute and litigation.
12. *Advice of Counsel.* South Carolina Politics Club, an unincorporated association on behalf of itself and its members, including but not limited to Jeremy Turner and Adam Gaincy, further states that it has read the foregoing Release, that its attorneys have explained the terms and meanings of this Release, and that it understands the contents thereof, and signs the same as its own free act.

For Plaintiffs:

May 21, 2019

Date

*Jeremy M. Turner*

Jeremy Turner, On behalf of the  
South Carolina Politics Club

May 21, 2019

Date

*Jeremy M. Turner*

Jeremy Turner

May 21, 2019

Date

*Adam Gainey*

Adam Gainey

As attorney for the South Carolina Politics Club, an unincorporated association on behalf of itself and its members, Jeremy Turner and Adam Gainey, in the foregoing matter, I hereby certify that the execution of this Release has been performed properly, and that I have explained the terms of the Release to South Carolina Politics Club, an unincorporated association on behalf of itself and its members, Jeremy Turner and Adam Gainey.

ALLIANCE DEFENDING FREEDOM



May 21, 2019

Tyson Langhofer  
Alliance Defending Freedom 400  
First Street NW, Suite 600  
Washington, DC 20001  
P: 202-393-8690  
[TLanghofer@adfllegal.org](mailto:TLanghofer@adfllegal.org)

For Defendants:

*Authority to Bind the University.* Paul Patrick acknowledges that he has actual authority to enter into this Agreement on behalf of College of Charleston, including all Defendants, and that any approvals and formalities required to authorize this Agreement have been completed prior to signature. By this signature, Paul Patrick binds the College of Charleston, all its Departments, and all employees, officers, agents, attorneys, affiliates, successors, assigns and all other representatives thereof.

5/25/14  
Date

s/ Paul Patrick  
[NAME]