

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION**

**STUDENTS FOR LIFE USA**, an expressive student organization at the University of South Alabama,

*Plaintiff,*

v.

**TONY G. WALDROP**, in his official capacity as President of the University of South Alabama; **JOHN W. SMITH**, in his official capacity as Vice President for Student Affairs; **MICHAEL A. MITCHELL**, individually and in his official capacity as Assistant Vice President for Student Affairs and Dean of Students; **JOHN W. STEADMAN**, individually and in his official capacity as Dean of the College of Engineering,

*Defendants.*

Case No. 1:14-cv-00157-WS-B

The Honorable William H. Steele

**SETTLEMENT AGREEMENT & RELEASE**

This Settlement Agreement & Release (the “Agreement”) is made and entered into by and between Students for Life USA (“Plaintiff”) and Tony G. Waldrop, John W. Smith, Michael A. Mitchell, and John W. Steadman (“Defendants”) to resolve the above-captioned lawsuit.

**RECITALS**

- A. On April 3, 2014, Plaintiff filed a Verified Complaint in the United States District Court for the Southern District of Alabama in a case styled *Students for Life USA v. Waldrop, et al.*, Case No. 1:14-cv-00157-WS-B (hereinafter, the “Litigation”), seeking injunctive, declaratory, and monetary relief for the violation of its rights under the First and Fourteenth Amendments to the United States Constitution.
- B. In its Verified Complaint, Plaintiff challenged Defendants’ Solicitation Policy and Space and Facilities Policy, as published in *The Lowdown 2013–2014*, claiming that this policy (referenced in the Litigation as the “First Policy”) subjected University of South Alabama (“USA” or “University”) students to a prior restraint, gave USA officials unbridled discretion to restrict student expression, failed to protect USA students against content and viewpoint discrimination, subjected USA students to vague and overbroad speech restrictions, and violated equal protection.
- C. On or about August 8, 2014, Defendants adopted a new policy entitled, “Use of University

Space, Facilities, and Grounds,” as published in *The Lowdown 2014–2015* (referenced in the Litigation as the “Second Policy”).

- D. On August 22, 2014, Plaintiff filed its First Amended Verified Complaint, seeking injunctive, declaratory, and monetary relief for the violation of its rights under the First and Fourteenth Amendments to the United States Constitution.
- E. In its First Amended Verified Complaint, Plaintiff challenged Defendants’ First and Second Policies, claiming that they subjected USA students to a prior restraint, gave USA officials unbridled discretion to restrict student expression, failed to protect USA students against content and viewpoint discrimination, subjected USA students to vague and over-broad speech restrictions, and violated equal protection.
- F. In the Litigation, Plaintiff also challenged Defendants’ application of the First Policy when Plaintiff sought to reserve USA grounds for a pro-life display on or about October 15, 2013 and February 17–18, 2014, claiming that Defendants’ actions pursuant to the First Policy violated Plaintiff’s constitutional rights guaranteed by the First and Fourteenth Amendments to the United States Constitution.
- G. Defendants denied all material allegations and Plaintiff’s claims of constitutional infirmities.
- H. Through its decisions on Defendants’ motion to dismiss and the parties’ cross motions for summary judgment, the Court resolved many, but not all, of Plaintiff’s claims in this Litigation. *See* Order, Feb. 4, 2015, ECF No. 49; Order, Feb. 22, 2016, ECF No. 113; Amendment of Order, Mar. 14, 2016, ECF No. 120; Am. J., Mar. 14, 2016, ECF No. 122.
- I. 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, Plaintiff and Defendants desire to resolve the remaining claims asserted in the Litigation in accordance with the terms and conditions set forth in this Agreement.

#### **AGREEMENT**

*Now therefore*, Plaintiff and Defendants agree as follows:

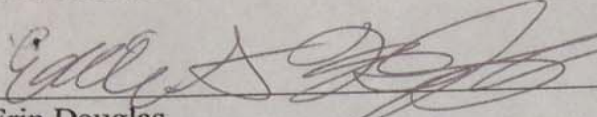
- 1. Pursuant to this Agreement, the parties have agreed to do the following:
  - a. Defendants will amend the Second Policy to include the following language as part of Section II.G:

#### G. Special Rules for Directional Signage

Small directional signs (no larger than 18” × 24”) may be placed in outdoor grassy areas within ten feet of roadways for events for which University space has been reserved when the majority of expected attendees are not members of the campus community. Directional signs must be placed the day of such event and removed at the conclusion of the event.

- b. The parties agree that the Second Policy will not be interpreted to permit co-sponsored student organization events (*i.e.*, student organization events co-sponsored by the University and University events co-sponsored by student organizations) in the restricted Perimeter areas. The parties acknowledge that the University has the discretion and may hereafter modify the Second Policy to permit these co-sponsored events in the restricted Perimeter areas as long as the criteria for co-sponsorship are viewpoint neutral and published on the University's website.
  - c. Defendants will pay a sum of \$ [REDACTED] to Alliance Defending Freedom (payable to "Alliance Defending Freedom IOLTA") in settlement of all of Plaintiff's remaining claims, including liability, damages, and attorneys' fees.
  - d. Plaintiff will release and dismiss with prejudice all claims that were raised or could have been raised in the Litigation that arose from, concerned, or were in any way related to the facts set forth in Plaintiff's First Amended Verified Complaint.
  - e. Plaintiff and Defendants will waive the right to appeal any decision, order, or judgment issued in the Litigation.
  - f. Plaintiff and its counsel will not publicly disclose the amount of the monetary settlement set forth in Section 1(c) of this Agreement.
2. By entering into this Agreement, Defendants are not admitting liability or recognizing the validity of any of Plaintiff's claims raised in the Verified Complaint or First Amended Verified Complaint. Likewise, by entering into this Agreement, Plaintiff is neither admitting that its constitutional challenges lack merit nor recognizing the validity of any defenses asserted by Defendants to Plaintiff's constitutional challenges raised in the First Amended Verified Complaint. Rather, Plaintiff and Defendants are entering into this Agreement solely to avoid the expense and inconvenience of further dispute and the Litigation.
  3. 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. A party providing its signature by facsimile or other electronic means shall promptly transmit an originally executed Agreement to all other parties.
  4. All agreements, covenants, representations, and warranties, express or implied, oral and written, of the parties to this Agreement concerning the subject matter of this Agreement are contained herein. No other agreements, covenants, representations, or warranties, express or implied, oral or written, have been made by any party to any other party concerning this Agreement, and no party has any entered into this Agreement in reliance upon an agreement, covenant, representation, or warranty, express or implied, oral or written, that is not expressly stated in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants, and warranties concerning the subject matter of this Agreement are merged herein. This is an integrated Agreement. This Agreement can only be amended in writing signed by all of the parties.

FOR PLAINTIFF:

  
Erin Douglas  
President, Students for Life USA

April 30<sup>th</sup>, 2016  
Date

\_\_\_\_\_  
Katherine Sweet  
Former President, Students for Life USA

\_\_\_\_\_  
Date

AGREED TO AS TO FORM AND CONTENT

\_\_\_\_\_  
DAVID A. CORTMAN\*  
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KEVIN H. THERIOT\*  
Georgia Bar No. 373095  
TRAVIS C. BARHAM\*  
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Date

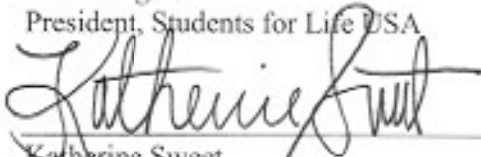
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Erin Douglas  
President, Students for Life USA

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4/20/16

Katherine Sweet  
Former President, Students for Life USA

Date

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Date

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Erin Douglas  
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Date

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Katherine Sweet  
Former President, Students for Life USA

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DAVID A. CORTMAN\*

21 April 2016

Date

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*Attorneys for Plaintiff*

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President  
University of South Alabama  
Date 5-2-16

  
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John W. Smith  
Executive Vice President  
University of South Alabama  
Date 5/2/16

  
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Michael A. Mitchell  
Vice President for Student Affairs  
University of South Alabama  
Date 5-2-16

  
\_\_\_\_\_  
John W. Steadman  
Dean of the College of Engineering  
University of South Alabama  
Date 5/4/16

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