

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE ("Agreement") is entered into this 31 day of October 2013, between STUDENTS FOR LIFE AT EASTERN MICHIGAN UNIVERSITY ("Plaintiff"), THE BOARD OF REGENTS OF EASTERN MICHIGAN UNIVERSITY, and EASTERN MICHIGAN UNIVERSITY STUDENT GOVERNMENT ("Defendants").

WHEREAS, Plaintiff filed a lawsuit in the United States District Court for the Eastern District of Michigan, Case No. 2:13-cv-11221 (the "Litigation"), seeking declaratory and injunctive relief and damages in relation to Eastern Michigan University's denial of funding for a student program; and

WHEREAS, Plaintiff and Defendants (the "Parties") desire to resolve all issues raised or that could have been raised in the Litigation and now desire to set forth the terms of such settlement in writing.

THEREFORE, based on the promises and covenants set forth below, the sufficiency of which is acknowledged, the Parties hereby agree as follows:

1. Mutual Release. In consideration of the actions set forth in Paragraph 2 of this Agreement, the Parties and their affiliates, successors, and assigns, hereby release, remise and forever discharge each other, including former, present, and future officers, directors, board members, faculty, employees, students, agents, insurers, sureties, attorneys, successors, and assigns, including but not limited to Board members Francine Parker, Mike Morris, Floyd Clack, Beth Fitzsimmons, Michael Hawks, James F. Stapleton, Mary Troder Lang, James Webb, Susan W. Martin, Glenn Frank, Matthew Norfleet, Desmond Miller, Darius Osborne, Latrece Williams, Benjamin P. Elmgren, Bradley Arnold, Jannell Whitted, Matt Gill, Alyssa Jones.

Andrew Walla, Nino Moneo, Leo Artier, Elizabeth Burgoon, Bronson Conrado, Samantha Baugher, Jeffrey Howlett, Rocquell Arrington, William Donaldson, Jaborius Ball, Brianna Vanleer, David Wolf, Alper Mercan, Nicole Xu, Trevis Harrold, Jovan Kennard, Kaitlyn Hill, Kristen Floyd and Debra Ennis, from any and all manner of actions and causes of action, suits, judgments, debts, claims, demands, accountings, attorneys' fees, grievances, contracts, obligations, and rights whatsoever, in law or in equity, now existing or which may hereafter accrue by reason of any existing facts, known or unknown, foreseen or unforeseen, based on the facts and circumstances described in Plaintiff's First Amended Verified Complaint, including but not limited to any and all claims asserted or which could have been asserted in the Litigation based on the facts and circumstances described in Plaintiff's First Amended Verified Complaint. Plaintiff is not currently aware of any other facts or circumstances occurring on or before the date Plaintiff signs this agreement that would give rise to constitutional or legal claims against Defendants, but if Plaintiff becomes aware of such facts and circumstances, then it will, through counsel, contact Eastern Michigan University's general counsel and give Eastern Michigan University sixty (60) days to cure the issue before filing a lawsuit or seeking other relief.

2. Consideration. In consideration of this Agreement, Eastern Michigan University will issue a check in the amount of Three Thousand and 0/100 Dollars (\$3,000.00) to the Alliance Defending Freedom in payment of attorney fees. Eastern Michigan University will issue this payment within twenty-one (21) days upon the execution by Plaintiff of this Agreement. This payment forever and completely settles all claims for Plaintiff's attorney fees arising from claims that Plaintiff raised or could have raised in the Litigation based on the facts and circumstances described in Plaintiff's First Amended Verified Complaint. A Form 1099 will be issued to the Alliance Defending Freedom reflecting this payment.

3. **Covenant Not To Sue.** In further consideration of the actions described in Paragraph 2 and other promises made in this Agreement, the Parties covenant and agree that they will not sue or proceed in any manner, whether at law or in equity, against each other, for or on account of any claim of any nature whatsoever based on the facts and circumstances described in Plaintiff's First Amended Verified Complaint, including but not limited to any claims for injuries or compensatory, exemplary, statutory or punitive damages arising out of or relating in any way to the events described in the Litigation, including any and all claims for costs, disbursements and attorney fees incurred in connection with the Litigation. The Parties agree that this Agreement may be pleaded as a full and complete defense to, and be used as a basis for, an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted by the Parties, their representatives, heirs, legal representatives or assigns in breach hereof.

4. **Dismissal With Prejudice.** Within twenty one (21) days after the execution of this Agreement and the receipt by Plaintiff and its attorneys of the sum specified in paragraph 2, above, which ever date is later, the Plaintiff shall execute and file a notice of dismissal with prejudice and without costs or attorney fees to any party to dismiss the Litigation filed by Plaintiff in the United States District Court for the Eastern District of Michigan.

5. **Severability.** Should any part of this Agreement be declared or be determined by any court to be illegal, invalid or unenforceable, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal, invalid or unenforceable part, term, or provision shall not be part of this Agreement.

6. **Compromise of Disputed Claims.** This Agreement is in compromise of disputed claims. No covenant is to be construed as an admission of liability on the part of any Party. Defendants deny any liability for such claims.

7. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan and any applicable federal law.

8. **Entire Agreement and Successors in Interest.** This Agreement contains the entire agreement between the Parties with regard to the matters set forth herein, supersedes all prior or contemporaneous agreements, whether written or oral, and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

9. **Authority to Execute.**

Each party represents that each person executing this Agreement on its behalf has been authorized to sign on behalf of the respective party and to bind it to the terms of this Agreement.

10. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be considered an original counterpart, and shall become a binding agreement when each party shall have executed one counterpart and delivered it to all other Parties.

11. **Consultation With Counsel.** The Parties acknowledge to each other that each of them has read the full contents of this Agreement, has consulted with counsel regarding the terms contained herein, understands that this Agreement constitutes a contract, and enters into this Agreement voluntarily.

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THIS IS A RELEASE

READ BEFORE SIGNING:

Angela N. Little
Signature

Angela N. Little
Print Name
For Students for Life at Eastern Michigan
University

Gloria Hage
Signature

GLORIA HAGE
Print Name
For the Board of Regents of Eastern Michigan
University

Desmond A. Miller
Signature

Desmond A. Miller
Print Name
For Eastern Michigan University Student
Government