

AGREEMENT AND RELEASES

In consideration of the mutual promises and commitments made in this Agreement and Releases ("Agreement"), plaintiffs OSU Students Alliance and William Rogers on the one hand, and defendants Ed Ray, Mark McCambridge, Larry Roper, and Vincent Martorello, on the other hand (collectively, the "Parties"), agree as follows:

RECITALS

1. During the 2008-09 academic year, plaintiffs and defendants had a dispute regarding distribution of a newspaper entitled *The Liberty* on the Oregon State University campus;
2. Plaintiffs filed a lawsuit, entitled *OSU Students Alliance v. Ray*, United States District Court for the District of Oregon, Case No. 6:09-cv-6269 (the "Action"), asserting claims arising under 42 U.S.C. § 1983 against defendants;
3. The district court dismissed plaintiffs' claims with prejudice in *OSU Students Alliance v. Ray*, 629 F.Supp.2d 1278 (D. Or. 2010), and the Ninth Circuit reversed the district court's decision in *OSU Student Alliance v. Ray*, 699 F.3d 1053 (9th Cir. 2012), *cert. denied*, ___ U.S. ___ (2013). Defendants have disputed and continue to dispute plaintiffs' claims and deny all liability to plaintiffs; and
4. The Parties believe it is in their best interests to enter this Agreement.

AGREEMENT

In consideration of the mutual promises set forth below and for other good and valuable consideration, the Parties agree as follows:

1. Payment

(a) On behalf of defendants, Oregon State University will pay Rogers the sum of \$1,000 and will pay Alliance Defending Freedom the sum of \$100,000 for attorney fees within 20 days after plaintiffs and their attorneys sign and return the original of the Agreement to defendants.

(b) Plaintiffs expressly acknowledge that neither defendants, Oregon State University, nor their attorneys make any representations or warranties regarding the taxability or nontaxability of the sums paid under Section 1(a) of this Agreement. The payment of any and all taxes that may be imposed is solely the responsibility of plaintiffs.

2. No Admission of Liability

Defendants deny that they engaged in any wrongful or unlawful practice or conduct, including, without limitation, any practice or conduct that would constitute a violation of any constitution, federal, state, or local law, regulation, order, common-law principle, or terms of any contract, handbook, or manual, whether or not previously raised by plaintiffs. Neither this

Agreement nor any of its terms and conditions shall be admissible as evidence of any wrongdoing by defendants or Oregon State University in any judicial, administrative, arbitration, or other proceeding now pending, or hereafter instituted, by any person or entity.

3. Release

Plaintiffs and their agents, affiliates, heirs, and assigns, hereby release and discharge defendants and Oregon State University from all claims arising from or related to any of the events alleged in plaintiffs' complaint (filed on September 29, 2009), as well as from any claims arising from or related to the publication and distribution of *The Liberty* or any other publication produced or distributed by either of the plaintiffs, arising before the date of this agreement. This release includes, without limitation, any and all claims and causes of action based on any law, statute, or constitution, or based on contract, tort, or equity or any other legal principle or claim.

4. Dismissal of Action

The Parties consent to entry of a judgment of dismissal of the Action with prejudice and without costs or attorney fees to any party. Plaintiffs will prepare and file with the United States District Court for the District of Oregon a stipulation of dismissal pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii) within 10 days of receipt of payment of the amounts specified in Section 1(a) of this Agreement.

5. Choice of Law

This Agreement shall be governed and interpreted under Oregon law, without regard to principles of choice of law.

6. Authority to Release Claims

Plaintiffs hereby represent and warrant that they are authorized to enter into this Agreement and to release defendants and Oregon State University from any and all liability arising from or related to the Action.

7. Severability

All provisions of this Agreement are severable, and if any of them are determined to be invalid or unenforceable for any reason, the remaining provisions and portions of this Agreement will be unaffected thereby and will remain in full force to the fullest extent permitted by law.

8. Integration

This Agreement constitutes the complete and final agreement by the Parties and supersedes all prior or contemporaneous agreements, negotiations, or discussions with respect to the subject matter. No subsequent agreement or amendment shall be binding on the Parties unless in writing, and signed by the Parties.

9. Agreement Construction

The Parties have agreed to cooperate in drafting and signing this Agreement. Each party has participated in the preparation of this Agreement, has had a full and complete opportunity to review it, and has been given the opportunity to have counsel review it. Accordingly, the Parties agree that the common-law principle of construing ambiguities against the drafter shall have no application to this Agreement.

10. Counterparts

The Parties agree that this Agreement may be executed in counterpart originals.

IN WITNESS WHEREOF, the Parties have executed this Agreement, to be effective upon signing.

OSU STUDENTS ALLIANCE

2-23-14
Date

By: William Rogers
Printed Name: William Rogers

2-23-14
Date

William Rogers
William Rogers

ALLIANCE DEFENDING FREEDOM

3/11/2014
Date

By: [Signature]
Printed Name: Heather Gebelin Hacker

3/12/2014
Date

W. R. 2d
Oregon State University on behalf of Ed Ray,
Mark McCambridge, Larry Roper, and Vincent
Martorello