

**SETTLEMENT AGREEMENT AND RELEASE FOR
SAN LUIS OBISPO SUPERIOR COURT CASE NO. 24CV-0248**

This Settlement Agreement and General Release (hereinafter “Agreement”) is made and entered into on or about October 28, 2024 by and between Petitioner Elizabeth Wilson (hereinafter referred to as “Petitioner”), on the one hand, and Respondents Board of Trustees of the California State University and Jeffrey Armstrong in his official capacity as President of California Polytechnic State University, San Luis Obispo (hereinafter referred to as “Respondents”) on the other hand (collectively, “the Parties”).

RECITALS

A. Petitioner filed case number No. 24CV-0248 in San Luis Obispo Superior Court, a Verified Petition for Writ of Mandate and Complaint for Declaratory and Injunctive Relief which arose out of certain alleged acts and/or omissions by Respondents (hereafter referred to as “the Writ Action”) in responding to a series of Public Records Act requests by Petitioner.

B. The Parties desire to settle all of Petitioner’s claims arising out of the Writ Action.

TERMS AND CONDITIONS

NOW THEREFORE, it is agreed as follows:

1. Dismissal of the Writ Action with Prejudice. Petitioner shall execute and file a Request for Dismissal with prejudice of the entire Writ Action against all Respondents. Except with respect to the payment to Petitioner identified in Paragraph 2 herein, the Parties shall bear their own costs and attorney’s fees incurred in the Writ Action.

2. Monetary Payment by Respondents. Petitioner’s counsel must register with Respondent’s payment portal, CSUBUY, in order for payment to issue as described below. Within fourteen (14) business days after (1) the Request for Dismissal referenced in Paragraph 1 is filed; and (2) Petitioner has completed registration with CSUBUY (whichever occurs last), Respondents shall pay Petitioner’s counsel the sum of Twenty-Six Thousand Dollars (\$26,000) in attorney’s fees, made payable to the First Amendment Coalition.

3. Releases. Except as otherwise provided in this Agreement and as separate consideration for the agreements contained herein, Petitioner and her heirs, assigns and successors in interest (“the Releasers”) hereby absolutely, fully and forever release, relieve, waive, relinquish and discharge Respondents and their successors, predecessors, related entities, departments, subsidiaries, representatives, assigns, agents, partners, officers, directors, managers, insurers, shareholders, employees, and attorneys, including, without limitation, the Board of Trustees of the California State University, Jeffrey Armstrong, Burke, Williams & Sorensen, LLP, and each of them, (“Respondents, et al.”) of and from any and all manner of action or actions, cause or causes of action, claims, worker’s compensation claims, suits, debts, sums of money, demands, obligations, costs, expenses, debts, controversies, damages, accounts, reckonings and liens of every kind or nature whatsoever, that relate to or arise out of the claims alleged against Respondents in the Writ Action or which relate to any Public Records Act

requests submitted by Petitioner to Respondents prior to the date of execution of the Agreement. This Agreement does not release any claims or causes of action related to any Public Records Act requests Petitioner may submit to Respondents after the date of execution of this Agreement.

4. Public Records Act Training. Within three months of execution of this Agreement, Respondents shall provide a training for all staff who process California Public Records Act (“PRA”) requests sent to the Cal Poly San Luis Obispo campus (“PRA Staff”) to inform them of the University’s obligations under the PRA. This training shall be prepared and presented by outside legal counsel from Burke, Williams & Sorensen, LLP. The training shall be recorded, and Respondents shall make the recording available to the public by posting it online within 30 days of when the training occurs. Respondents shall not alter or edit the video or audio of this recording before posting it.

5. Meetings with Mustang News Staff. Respondents shall conduct meetings with Mustang News staff each academic term for three (3) years, for a total of nine (9) meetings.

- 5.1. The first meeting shall be scheduled no later than December 6, 2024.
- 5.2. The subsequent meetings shall occur during the 2025 Spring and Fall Terms, and 2026 Winter and Spring Terms. Starting in Fall 2026, the University’s academic calendar will convert from quarters to semesters and operate on a year-round schedule. The remaining meetings shall occur every semester: 2026 Fall and 2027 Spring, Summer, and Fall.
- 5.3. At the meetings, PRA Staff and Mustang News representatives shall discuss the status of open requests submitted by Mustang News reporters, describe the criteria and process by which PRA Staff queues requests for processing, and provide suggestions for overcoming any practical basis for delaying or denying access to records.
- 5.4. The meetings shall be scheduled through the PRA Staff by way of email (pra@calpoly.edu), and Mustang News shall provide a list of planned attendees to PRA Staff at least one week in advance of each meeting.
- 5.5. PRA Staff shall schedule the meetings to allow for at least 45 minutes of discussion between the Mustang News representatives and PRA Staff at each meeting, unless otherwise agreed in writing by all parties at least one week in advance of each meeting.
- 5.6. Attendance of Mustang News representatives shall be limited to those students currently enrolled and serving as Mustang News staff at the time the meetings occur and Mustang News faculty advisors.
- 5.7. The meetings shall occur in person, unless otherwise agreed in writing by all parties at least two weeks in advance of each meeting or in the event of campus closure due to emergency circumstances, in which case the meetings may be held via an agreed teleconferencing platform.

5.8. For the purposes of any term of this Agreement that may require consent or action of a Mustang News representative, Petitioner Elizabeth Wilson shall act as the designated representative of the Mustang News organization until her graduation in June 2025, after which the then-serving Mustang News Editor in Chief, or his or her designee, shall act as the organization's representative.

6. No Modification. No modification, amendment, or change of any type to this Agreement shall be valid, enforceable or effective unless such modification, amendment or change is in writing and executed by all of the Parties or their attorneys of record.

7. Entire Agreement. This Agreement contains all the terms and conditions agreed to by the Parties relating to the subject matter and supersedes all prior agreements, negotiations, correspondence, undertakings and communications of the Parties, whether oral or written, with respect to such subject matter. This Agreement constitutes the final, complete and exclusive agreement and understanding between the parties with respect to the matters referenced herein.

8. Governing Law and Continuing Jurisdiction. This Agreement shall be construed under and governed by the laws of the State of California.

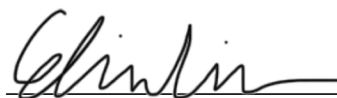
9. Authorization. The Parties represent and warrant that (a) they each are fully authorized to enter into this Agreement; (b) they have each read and fully understand each of the provisions of this Agreement; (c) they have relied on the advice and representation of legal counsel of their own choosing with respect to the matters set forth herein; (d) they have signed the Agreement voluntarily, without any duress or undue influence on the part, or on behalf, of any party; and (e) they understand the terms of this Agreement are contractual and binding, and not merely recitals.

10. Execution. This Agreement may be executed in duplicate counterparts. Electronic signatures will be deemed valid and binding.

11. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining portion of the Agreement shall continue to be valid and will be performed, construed, and fully enforced to the fullest extent permitted by law, and the invalid unenforceable term shall be deemed amended and limited in accordance with the intention of the parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the dates indicated below:

Date: 10/30/2024



Elizabeth Wilson
Petitioner

Date: 10/31/2024

Kathryn Rummell

Kathryn Rummell, Ph.D.
Acting Vice President of University Personnel and
CHRO
California Polytechnic State University, San Louis
Obispo
Respondents

Date: 10/30/2024

Ann Cappetta

Ann Cappetta
First Amendment Coalition
Attorney for Petitioner Elizabeth Wilson

Date: 10/31/2024

J. Leah Castella

J. Leah Castella
Burke, Williams & Sorensen, LLP
Attorney for Respondents