

## SETTLEMENT AGREEMENT

This Confidential Settlement Agreement ("Agreement") is entered into this 22nd day of November, 2019, (the "Effective Date") between Plaintiff Blair Nelson ("Nelson") and the Board of Trustees of the University of Illinois (the "University"). Each party to this Agreement is sometimes referred to individually as a "Party" and collectively referred to as the "Parties" in this Agreement.

WHEREAS, on April 9, 2018, Andrew Minik ("Minik"), Joel Valdez ("Valdez"), and Nelson filed a Complaint in the United States District Court for the Central District of Illinois, Case Number 18-CV-2101, (the "Action") against the Board of Trustees of the University of Illinois, Timothy Killeen, President of the University of Illinois, Robert J. Jones, Vice President of the University of Illinois and Chancellor for the University of Illinois at Urbana-Champaign, and Rony Die, Assistant Dean of Students (collectively "University Defendants"); and

WHEREAS, the Plaintiffs in the Action alleged that the University Defendants violated the Plaintiffs' First and Fourteenth Amendment rights to (1) freedom of the press, (2) freedom of speech, and (3) due process of law;

WHEREAS, the University Defendants have denied any violation of the constitutional rights of Nelson, as well as those of Minik and Valdez;

WHEREAS, the Action arose out of events following an confrontation on November 16, 2017, which included Nelson and Defendant Tariq Khan ("Khan");

WHEREAS, after the altercation, Dean Die issued a No Contact Directive to Khan directing him to have no contact with the Plaintiffs and issued No Contact Directives to the Nelson, Minik and Valdez directing them to have no contact with Khan;

WHEREAS, Khan subsequently alleged that Nelson filmed and deliberately followed Khan with an intent to cause distress in violation of the No Contact Directive, including at the University's State Farm Center on February 22, 2018;

WHEREAS, the University sent a letter to Nelson stating that the University received reports that Nelson allegedly violated the No Contact Directive by deliberately following and filming Khan, which, if proven, may have violated the University's Student Code;

WHEREAS, Nelson, Minik and Valdez have denied any violation of the Student Code and further alleged that, to the extent the conduct of Nelson, Minik and Valdez may have violated the Student Code, such Student Code was unconstitutional;

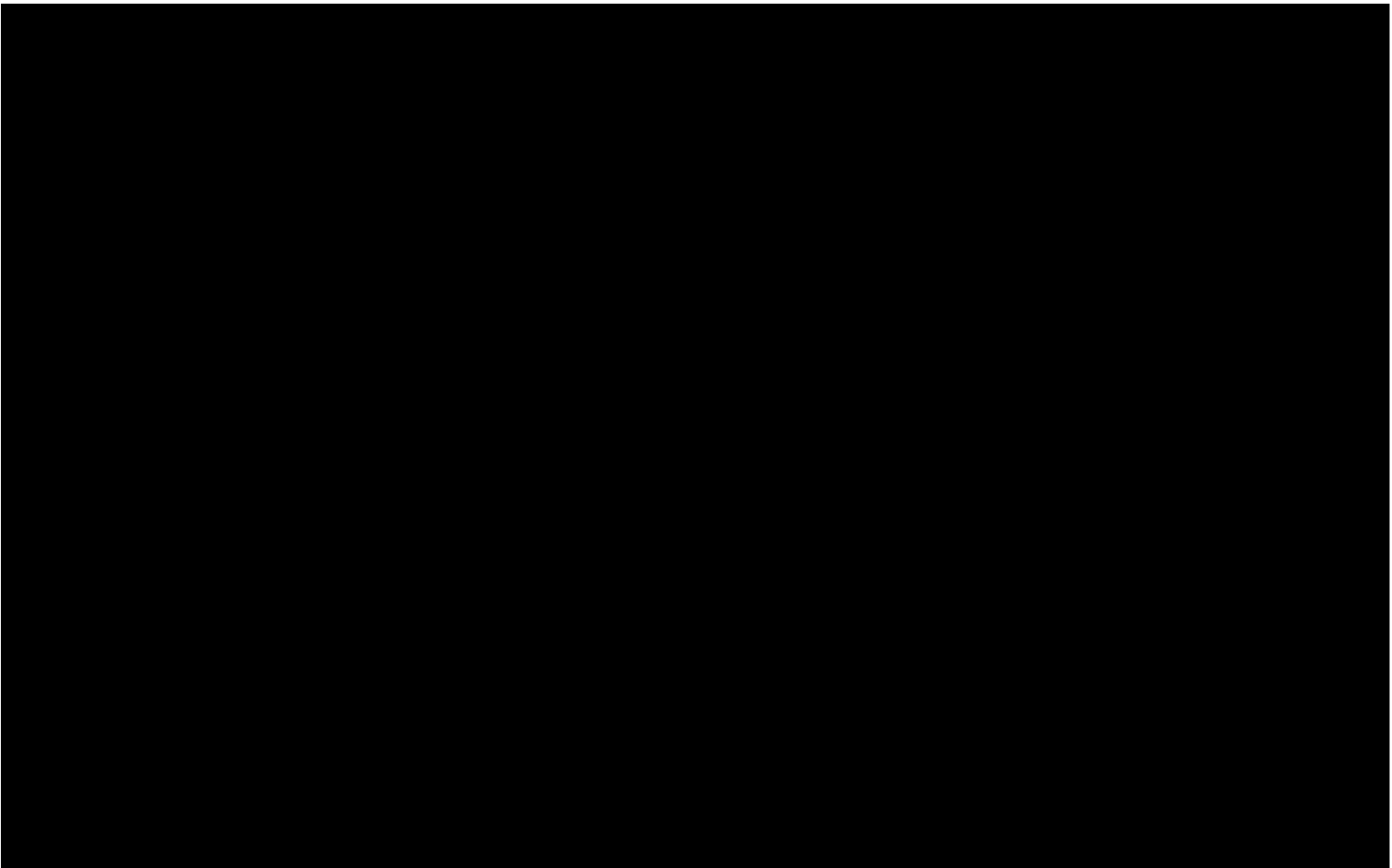
[REDACTED] it

[REDACTED] y;

WHEREAS, on February 25, 2019, the Court dismissed all of the claims of Minik and Valdez against the University Defendants because Minik and Valdez were no longer students at the University, dismissed Nelson's claims for damages and other retrospective relief against the University Defendants, and allowed only Nelson's claims for prospective relief to proceed against the University Defendants in their official capacities; and

WHEREAS, to avoid the expense and burden of further litigation, the Parties have reached an agreement, under the terms and conditions set forth herein, to settle and compromise any and all disputes between and among Nelson and the University Defendants, including, but not limited to, those relating to, or arising from, the facts which form the bases of the Action, or that could have been raised by Nelson or by the University, or otherwise. The University Defendants dispute all of Nelson's assertions and allegations raised in the Action, and further deny liability for Nelson's alleged injuries, damages and related claims;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other valuable consideration the sufficiency of which is hereby acknowledged, and intending to be legally bound, Nelson and the University agree as follows:



2. NO CONTACT AGREEMENT. The University asserts that it remains committed to providing a safe and welcoming campus environment and seeks to further its interests of avoiding disruption on its campus and interference with the rights of other students. Solely as a way to settle the action, and not as an admission of any wrongdoing, Nelson agrees that, while he is a student at the University, and for so long as Khan is subject to similar restrictions, he will agree to have no contact with Khan as set forth below:

a) "Contact" includes physical and nonphysical contact with Khan and written, verbal, and electronic communications to him. Contact does not include an exercise of the right to free speech, freedom of the press, or right to assembly that is otherwise lawful. Contact

does not include inadvertent contact or merely being in the physical presence of Khan in a public location, and/or recording or video recording of him at a public event in which he is a participant, but does include intentional conduct directed at Khan that a reasonable person under the circumstances would conclude is intended to intimidate or harass Khan whether such conduct occurred at a private or public location.

b) Nelson agrees this Section 2 constitutes a lawful, enforceable agreement and does not violate his constitutional rights or any other rights. Nelson further agrees that a violation of this Section 2 may be enforced by the University under Section 1-302(g) of the Student Code and University Disciplinary Procedures or through an action to enforce this Agreement in a court of competent jurisdiction, at the sole discretion of the University.

3. CONFIDENTIALITY.

a) Nelson agrees that he shall forever refrain from any public or private disclosure of any information whatsoever to any third person or entity, including any former or current employees of the University, concerning any and all the facts, circumstances, and allegations of the underlying Action, or the terms of this Agreement, with the exception of Nelson's respective legal advisors and immediate family, so long as the excepted individuals are provided with a copy of this paragraph and agree not to further disclose such information except in accordance with the terms of this paragraph, or as required by law. If asked about this litigation and/or the related [REDACTED] against him, by anyone other than the excepted individuals, Nelson shall say only that "it has been resolved." Nelson further agrees that disclosure by any of the excepted individuals is the same, for purposes of this Agreement, as if Nelson had made the disclosure himself. Notwithstanding the foregoing, this paragraph shall not apply to disclosures reasonably required to enforce this Agreement or otherwise required by law.

b) Subject to the provisions of the Family Educational Rights and Privacy

Act (FERPA) (20 U.S.C. §1232g; 34 CFR Part 99) and except as otherwise required by law, including Section 2.20 of the Illinois Freedom of Information Act (5 ILCS 140/2.20), the University shall not publicly disclose this Agreement or the contents thereof, and shall refrain from commenting about the Action, Nelson [REDACTED]

4. DISMISSAL OF THE ACTION AND RELEASE OF CLAIMS. Except for any claim arising in connection with enforcement of this Agreement, the Parties will execute a joint motion to dismiss the Action on the Effective Date and jointly present a Dismissal Order. Each party shall bear its own costs and fees, including but not limited to attorneys' fees, in the Action.

Nelson and anyone claiming through him hereby releases and forever discharges each of the University Defendants, including but not limited to the Board of Trustees of the University of Illinois and its officers and employees, from any and all claims, demands, liabilities, actions or causes of action of any nature, whether contingent or actual, liquidated or unliquidated, personal or derivative, accrued or unaccrued, discovered or undiscovered, asserted or unasserted, known or unknown, which exist as of the Effective Date. Without limiting the generality of the foregoing, this release applies to any and all claims which were or could have been brought as part of the Action or which in any way are related to the facts or evidence forming the basis of the Action. This paragraph does not release any claims that cannot be released as a matter of law or claims for breach of this Agreement or action to enforce this Agreement.

5. ENFORCEMENT. The Parties agree to stipulate to the jurisdiction of Magistrate Judge Eric Long, United States District Court for the Central District of Illinois, or his successor, as to all matters pursuant to Local Rule 72.1(9). Moreover, except as otherwise provided herein, the Parties agree that the United States District Court shall retain exclusive jurisdiction to enforce this Agreement and/or to resolve any issues arising from this Agreement or the performance of the Parties' obligations under this Agreement upon motion of any Party with notice as provided

in the Federal Rules of Civil Procedures and the Local Rules of the United States District Court for the Central District of Illinois. Notwithstanding the foregoing, if the District Court shall determine that the retention of jurisdiction in this matter shall form a basis for supplemental jurisdiction to adjudicate the respective claims of Minik, Nelson and Valdez against Khan, and/or of Khan against Minik, Nelson and Valdez, then the District Court shall not retain jurisdiction to enforce the Agreement, and this Agreement may be enforced by an action filed in any court of competent jurisdiction.

6. Should either of the Parties, or anyone acting on their behalf, violate any material term of this Agreement, such violation shall be deemed a breach of this Agreement. If any Party brings an action for breach of this Agreement, the prevailing party in that action will be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.

7. NO ADMISSION OF LIABILITY. The Parties recognize and acknowledge that this Agreement is neither evidence of any violation of, or non-compliance with, any statute, law, or the Student Code, nor the admission of any wrong-doing or liability by any Party. The University Defendants do not admit, and do specifically deny, committing any violation of any local, state, or federal law. Nelson does not admit and specifically denies committing any violation of the Student Code. The Parties acknowledge that they are entering into this Agreement solely for the purpose of compromising and settling disputed claims to avoid the expense and burden of further litigation.

8. NO OTHER CLAIMS; NO ASSIGNMENT. Nelson represents and warrants that he is not a party to any other lawsuit, proceeding, claim, demand, right, action or cause of action of any kind or nature involving the University, other than this Action. This Agreement is binding upon and inures to the benefit of each Party to this Agreement and to all officers, directors,

employees, beneficiaries, administrators, agents, servants, attorneys, other representatives, insurers, shareholders, partners, principals, joint venturers, affiliates, subsidiary corporations, successors, assigns, and heirs of each Party to this Agreement. This Agreement may not be assigned or transferred by any Party under any circumstances, except upon the written consent of all Parties, and Nelson represents and warrants that he has not assigned any claim released in this Agreement. Nelson further represents and warrants that there are no outstanding attorneys' liens as to any such claims.

9. NELSON'S ACADEMIC TRANSCRIPT. Nothing pertaining to this Action, the underlying events and circumstances, nor any alleged violation of the Student Code by Nelson shall appear on Nelson's Academic Transcript so long as Nelson is not found to be in violation of this Agreement. With regard to Nelson and his education records with the University, the University shall abide by FERPA.

10. POWER TO ENTER AGREEMENT. Each Party represents and warrants that it has full power to enter into this Agreement and that the individual executing this Agreement on its behalf is fully empowered to bind it and duly authorized to enter this Agreement.

11. LAWS OF ILLINOIS. This Agreement shall be interpreted, enforced, and governed under the laws of the State of Illinois.

12. FAIR CONSTRUCTION. This Agreement shall be given a fair and reasonable construction in accordance with the intent of the Parties and without regard to which Party may have drafted it.

13. SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable laws, but if any provision of this Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall

be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

14. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the Parties, and supersedes, merges, and replaces all prior negotiations, offers, representations, warranties, and agreements of any kind, written or oral. It may not be altered, amended, modified, or otherwise changed in any respect or particular whatsoever except by writing executed by an authorized representative of the University and Nelson.

15. VOLUNTARINESS. Each Party acknowledges that it knows and understands the contents of this Agreement, has been represented by counsel of its choice in connection with this Agreement, and has executed this Agreement voluntarily.

16. COUNTERPARTS. This Agreement may be simultaneously executed in two or more counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute a single agreement.

17. EXECUTION; COOPERATION. The parties agree to cooperate fully in the execution of this Agreement and to take all additional actions that may be necessary or appropriate to give full force to the terms and intent of this Agreement that are not inconsistent with its terms.

IN WITNESS HEREOF, the Parties have executed this Agreement as of the date first written above.

**BLAIR NELSON**

**THE BOARD OF TRUSTEES OF THE  
UNIVERSITY OF ILLINOIS**



**IN THE UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF ILLINOIS  
URBANA DIVISION**

<p><b>BLAIR NELSON,</b></p> <p style="text-align: center;">Plaintiff,</p> <p>v.</p> <p><b>BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, et. al.,</b></p> <p>Defendants.</p>	<p style="text-align: center;"><b>Case No. 2:18-cv-02101-CSB-EIL</b></p> <p style="text-align: center;"><b>JURY TRIAL DEMANDED</b></p>
<p><b>TARIQ KHAN,</b></p> <p style="text-align: center;">Counterclaimant,</p> <p>v.</p> <p><b>ANDREW MINIK, JOEL VALDEZ and BLAIR NELSON,</b></p> <p style="text-align: center;">Counter-Defendants.</p>	<p style="text-align: center;"><b>JURY TRIAL DEMANDED</b></p>

**DECLARATION OF BLAIR NELSON**

I, Blair Nelson, make this declaration upon my personal knowledge and as I would testify if called as a witness in open court.

1. I am currently a student at the University of Illinois-Champaign and am the Plaintiff in the above captioned matter.

2. During my time at the University, I have been a correspondent and journalist for Campus Reform.

3. My responsibilities as a journalist and correspondent entailed attending public events, capturing footage of those events, and reporting on matters of public interest.

4. At some point during my time at the University, Tariq Khan was a subject upon which I was reporting.

5. My journalistic activities were performed on public grounds during various public events.

6. At no point, either before this litigation began, nor any time after, have I stalked or harassed Mr. Khan.

7. Since this litigation began, I have purposefully avoided Mr. Khan and have not continued my reporting on him.

Under penalties as provided by law, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

A large black rectangular redaction box covering the signature area.

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**Blair Nelson**