

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is entered into by and between Bruce Gilley (“Gilley”) and the University of Oregon (“University”), hereinafter collectively referred to as “the Parties” and each “a Party.” The Agreement is effective as of the date both parties have signed this Agreement (“Effective Date”).

RECITALS

A. Whereas, on August 11, 2022, Gilley filed a lawsuit in the U.S. District Court for the District of Oregon against an individual who managed a social media account for the University’s Division of Equity and Inclusion (“Division”), in her individual and official capacities; that lawsuit is District of Oregon case number 6:22-cv-01181-AA (D. Or.) (“Lawsuit”);

B. Whereas, the Lawsuit arose because the individual referenced above blocked a Twitter (now “X”) account controlled by Gilley from interacting with the Division’s account (“Blocking”), contrary to the University’s guidelines for moderation of University social media accounts; the Lawsuit challenged the Blocking and the University’s policies and practices relating to moderation of University social media accounts (“Moderation Actions”);

C. Whereas, the Parties have litigated this dispute for approximately two and a half years and, on January 31, 2025, a motion for summary judgment seeking dismissal of the claims was filed and remains pending at this time;

D. Whereas, the Parties participated in a judicial settlement conference with the Honorable John V. Acosta on February 6, 2025;

E. Whereas, the Parties believe their own respective legal positions are strong and each side maintains that it would prevail if the case were litigated to conclusion; and

F. Whereas, wishing to avoid the expense and inconvenience of continued litigation, and without admission of liability or fault, the Parties desire to fully and completely resolve any and all claims or potential claims related to the Lawsuit, Blocking, and Moderation Actions.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals above, which are incorporated herein by reference and are made a part of this Agreement, the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Dismissals.**

a. Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(2), and within 7 calendar days of the Effective Date, the Parties will jointly execute and file **Exhibit A**, which is a

stipulation of dismissal of all claims against tova stabin. The dismissal will be with prejudice and without designation of a prevailing party, costs, or fees.

b. Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(2), and within 7 calendar days of the Effective Date, the parties will jointly execute and file **Exhibit B**, which is a joint request to hold the case in abeyance and stipulation of voluntary dismissal with respect to Gilley's remaining claims against the Communication Manager.

c. The Honorable John V. Acosta will retain jurisdiction over the case for a period of 180 days after the Effective Date to supervise implementation of the Agreement. During the 180-day supervision period, the Lawsuit shall be stayed and the preliminary injunction shall remain in place. The preliminary injunction shall be dissolved upon dismissal of the Lawsuit.

d. By the 150th day after the Effective Date, the University will file with the Court a publicly available report stating what it has done to implement the Agreement's Prospective Terms (as detailed in § 6). If Gilley wishes to contest the University's compliance with the Agreement, he may move to enforce the Agreement by the 160th day. Such motion shall extend the period over which the Court has jurisdiction, until such time as the motion is decided or as otherwise extended by the Court. If the Court determines that the University has not complied with the terms of the Agreement, it may order a new reporting period for the University. The University may submit its report early, in which case Gilley may move to enforce the Agreement up to and including 10 days later.

2. **Stipulation.** Within 7 calendar days of the Effective Date, the Parties will execute and file on the Court's electronic docket **Exhibit C**.

3. **Mutual Releases of Claims.** Effective upon the Effective Date, in exchange for the mutual promises and payments described in this Agreement, Gilley, on behalf of himself and his agents, heirs, assigns, and legal representatives, hereby unconditionally, irrevocably and absolutely releases, and discharges the University and its colleges, divisions, departments, officers, directors, administrators, faculty members, employees, agents, insurers, legal counsel, and other representatives, from any and all claims, suits, liens, debts, obligations, promises, agreements, costs, expenses, fees (including reasonable or actual attorneys' fees and costs other than those listed in § 5 of this Agreement), causes of action, losses or damages of any nature whatsoever, at law, in equity, under any legal theory, whether known or unknown, foreseen and unforeseen arising in any way from the Lawsuit, Blocking, or Moderation Actions that occurred before the Effective Date.

Additionally, the University, on behalf of itself and its colleges, officers, directors, administrators, faculty members, employees, agents, insurers, legal counsel and other representatives, hereby unconditionally, irrevocably and absolutely release and discharge Gilley and his agents, heirs, assigns, and legal representatives from any and all claims, suits, liens, debts, obligations, promises, agreements, costs, expenses, fees (including reasonable or actual attorneys' fees and costs), causes of action, losses or damages of any nature whatsoever, at law, in equity, under any legal theory, whether known or unknown, foreseen and unforeseen arising in

any way from the Lawsuit, Blocking, or Moderation Actions that occurred before the Effective Date.

These releases do not extend to claims, causes of action, demands, liabilities, expenses and damages that arise out of any breach of this Agreement.

4. **Covenant Not to Sue.** The Parties hereby agree not to file, pursue, participate in, encourage, or cooperate with any suit, complaint, arbitration, or other form of action relating in any way whatsoever to any matters released herein.

5. **Attorneys' Fees.** Within 14 days of the Effective Date, Gilley may seek to recover his attorneys' fees in an amount to be determined by the Honorable John V. Acosta. Gilley's written submission shall be in the form of a letter brief not to exceed 10 pages. Within 14 days of the Effective Date, the University may submit a letter brief in opposition not to exceed 10 pages. Judge Acosta will render a decision within 14 days of receiving the Parties' letters and will award a total sum between \$95,000 and \$382,000. The University's insurer, United Educators, will pay the fees awarded to Gilley by two checks: one to the Institute of Free Speech, and one to the Angus Lee Law Firm, with each entity receiving the amount owing to each firm as determined by Judge Acosta, but not to exceed the total sum as indicated in the preceding sentence. The checks are due within 30 days after all the following prerequisites have occurred: (1) Judge Acosta's decision; (2) Gilley submitting a completed CMS Medicare Form to United Educators (specifically, sections 1 and 2 of the Form); and (3) Gilley and his counsel submitting completed W9 tax forms to the United Educators. Judge Acosta shall have jurisdiction to enforce the timely and complete payment of fees within the 180-day supervision period set forth in § 1(c).

6. **Prospective terms.**

a. The University will clarify its social media guidelines in the following respects:

i. The guidelines will more clearly state that third parties and the content they post must not be blocked or deleted based on viewpoint, even if that viewpoint can be viewed by some as "offensive," "racist," or "hateful."

ii. Third-party posts may not be blocked if the content is constitutionally protected speech, even if it is "offensive," "hateful," or "racist." However, the University may take content-based actions that are constitutionally permissible, including statements that would amount to:

1. incitement to imminent lawless action;
2. violation of Oregon state law such as stalking or harassment;

3. threats of violence;

4. solicitation or promotion of criminal conduct;

5. solicitation or promotion of conduct that includes impeding access to University facilities or classrooms by any person legally entitled to access such classrooms or facilities; or

6. comments directed at identifiable University students or employees that a reasonable person would consider severe or pervasive enough to (1) deny a University student the right of equal access to educational benefits and opportunities; or (2) alter the conditions of a University staff or faculty member's employment by creating an abusive or hostile work environment. (This does not mean that third-party users are precluded from criticizing the views, posts, ideas, or actions of University students, staff, or faculty on University social media.)

iii. The University will implement written guidance for social-media managers regarding deletion, muting, or blocking of posts that are off-topic or individuals/accounts that are responsible for such posts. Such guidance will clarify that a post, comment, or reply is not off topic just because it promotes a view that is different than the view of the author of the original University post. Posts that are clearly off-topic, such as comments offering to sell products or repetitive spam, can be blocked, deleted, or muted by the University.

b. The University will post on its a publicly accessible website both the updated blocking guidelines and a procedure for challenging and seeking review of blocking, muting, or deletion of social media content, including an email address where such challenges may be sent. The University will adopt a procedure for reviewing challenges sent to the published email address. Users must not be blocked indefinitely but only for reasonable lengths of time.

c. The University's Office of the General Counsel will hold annual trainings for managers of University social media channels to educate them on the requirements of the social media guidelines and the First Amendment.

d. During the 180-day supervision period described in § 1(c), the University will make periodic reports to Gilley's counsel on the University's progress in implementing § 6 of this Agreement by the 90th day, 130th day, and 150th day of the period.

e. The existing preliminary injunction (ECF #80) shall remain in place until the end of the 180-day period (unless extended) in accordance with § 1(c).

7. **Sufficiency of Consideration.** The Parties expressly agree that exchange of consideration provided herein (including the release of claims and attorneys' fees provision) is sufficient to support each of the obligations contained herein.

8. **Third Party Beneficiary.** Although not a Party to this Agreement, tova stabin is a third-party beneficiary.

9. **Finality of Agreement.** The Parties expressly assume the risk of any mistake of fact as well as a risk of facts proven to be other than or different from the facts now known to exist by any of the Parties to this Agreement or believed by them to exist. It is the express intent of the Parties to settle and resolve the controversy, finally and forever, without regard to who may or may not be correct in any understanding of the facts or law relating hereto. Neither Party has assigned any claim being released herein to any other person.

10. **Applicable Laws.** This Agreement shall be construed and interpreted pursuant to the laws of the State of Oregon, without regard to choice of laws statutes or rules.

11. **Counterparts.** This Agreement may be executed in one or more counterparts, including facsimile or electronic counterparts (including DocuSign, Adobe, or scanned pdf signatures), and all so executed shall constitute one agreement, binding on all Parties hereto, even though all Parties are not signatories to the original or the same counterpart. Any counterpart of this Agreement, which has attached to it separate signature pages, which altogether contain the signatures of all Parties is for all purposes deemed a fully executed instrument.

12. **Complete Agreement.** This Agreement is fully integrated. It constitutes the entire agreement of the Parties on these subjects. This Agreement may not be modified, amended, waived or revoked orally, but only by a writing signed by all Parties. This Agreement supersedes and replaces all prior agreements, discussions, and representations on these subjects, all of which are merged into, and superseded by, this Agreement. No Party is entering into this Agreement in reliance on any oral or written promises, inducements, representations, understandings, interpretations or agreements other than contained in this Agreement.

13. **Authority to Settle.** The Parties represent and warrant that they have full right, power and authority to enter into this Agreement and have taken all steps to obtain any required approvals in relation to the same, that they own or have the right to release each and all of the released claims that they purport to release, and that they have not transferred any interest in any released claims to any third party. Each person signing this Agreement on behalf of any entity represents and warrants he/she/they has authority to sign for such entity and has authority to bind such entity to the terms and obligations of this Agreement.

14. **Severability.** If any provision of this Agreement, or compliance by any Party with any provision of this Agreement, constitutes a violation of any law, or is or becomes unenforceable or void, then such provision, to the extent only that it is in violation of law, unenforceable or void, will be deemed modified to the extent necessary so that it is no longer in violation of law, unenforceable or void, and such provision will be enforced to the fullest extent permitted by law. If such modification is not possible, said provision, to the extent that it is in violation of law, unenforceable or void, will be deemed severable from the remaining provisions of this Agreement, which provisions will remain binding on all Parties.

15. **No Admission of Liability.** This Agreement does not constitute and shall not be construed as an admission of liability or responsibility on the part of Gilley, the University, the Communication Manager, or tova stabin.

16. **Term and Expiration.** This Agreement shall be effective for a period of five years from the Effective Date. It shall thereafter expire and have no force or effect.

17. **Tax Treatment.** Neither the University nor Gilley warrants or represents how the United States Internal Revenue Service or other governmental taxing authorities will treat the payments described in this Agreement for tax purposes. The Parties agree that no further payment of money to Gilley will be due in the event that the payments or the release of claims described in this Agreement or any portion thereof result in tax liability for either Party. Each Party will bear its own tax liability, if any, resulting from this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date listed below with their respective signature.

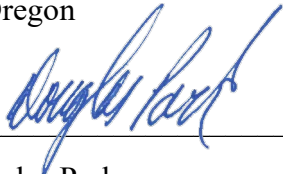
Bruce Gilley, an individual

By:  _____

Print Name: Bruce Donald Gilley

Date: 25 March 2025

The University of Oregon

Signature:  _____

Print Name: Douglas Park

Date: 26 March 2025

UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
EUGENE DIVISION

BRUCE GILLEY,

Plaintiff,

v.

TOVA STABIN, in her individual capacity;
and the COMMUNICATION MANAGER of
the University of Oregon's Division of Equity
and Inclusion, in his or her official capacity,

Defendants.

Case No.: 6:22-cv-01181-AA

**STIPULATION OF VOLUNTARY
DISMISSAL WITH PREJUDICE**

Pursuant to Federal Rule of Civil Procedure 41(a)(1)(2), plaintiff Bruce Gilley and defendants tova stabin and the Communication Manager of the University of Oregon's Division of Equity and Inclusion hereby stipulate that all claims against defendant stabin immediately be dismissed with prejudice and without designation of a prevailing party, costs, or fees.

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On this ___ day of _____, 2025,

IT IS SO STIPULATED.

For Plaintiff Bruce Gilley:

For Defendants stabin and Communication
Manager for the Division of Equity and
Inclusion:

ENDEL KOLDE (pro hac vice)
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Institute for Free Speech
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Washington, D.C. 20036

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UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
EUGENE DIVISION

BRUCE GILLEY,

Plaintiff,

v.

TOVA STABIN, in her individual capacity;
and the COMMUNICATION MANAGER of
the University of Oregon's Division of Equity
and Inclusion, in his or her official capacity,

Defendants.

Case No.: 6:22-cv-01181-AA

**JOINT REQUEST TO HOLD IN
ABEYANCE**

AND

**STIPULATION OF VOLUNTARY
DISMISSAL WITH PREJUDICE**

Plaintiff Bruce Gilley and defendant Communication Manager for the Division of Equity and Inclusion jointly request that this matter be held in abeyance for a period of 180 days while the parties implement the terms of a settlement agreement.

Upon the passage of 180 days, calculated to be [insert date], the parties jointly stipulate that pursuant to Rule 41(a)(1)(A)(2), this matter shall be dismissed with prejudice, without

designation of a prevailing party, and without award of additional costs or fees except as otherwise agreed by the parties. Upon such dismissal, the preliminary injunction (ECF #80) shall dissolve and have no continuing force.

During the 180-day period that this matter is held in abeyance, either party may for good cause seek enforcement of the settlement agreement. If enforcement of the settlement agreement is sought by motion, the Court shall retain jurisdiction until such time as the motion is decided or as otherwise extended by the Court. In such event, the stipulated voluntary dismissal shall be effective when the motion is decided, or, if extended by the Court, at the conclusion of the extension period.

On this ___ day of _____, 2025,

IT IS SO STIPULATED.

For Plaintiff Bruce Gilley:

For Defendant Communication Manager for
the Division of Equity and Inclusion:

ENDEL KOLDE (pro hac vice)
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UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
EUGENE DIVISION

BRUCE GILLEY,

Case No.: 6:22-cv-01181-AA

Plaintiff,

STIPULATION

v.

TOVA STABIN, in her individual capacity;
and the COMMUNICATION MANAGER of
the University of Oregon's Division of Equity
and Inclusion, in his or her official capacity,

Defendants.

Bruce Gilley and the University of Oregon agree as follows:

1. On June 14, 2022, Professor Bruce Gilley re-posted and commented on a social media post by the Communication Manager for the Division of Equity and Inclusion. Professor Gilley commented "all men are created equal" in a re-tweet of @UOEquity's racism interrupter

post. The Communication Manager thereafter blocked Professor Gilley from interacting with the Division's account. Professor Gilley remained blocked for approximately seven weeks.

2. The University of Oregon has previously said and now reiterates that blocking Professor Gilley was an isolated incident that should not have happened. His comment that "all men are created equal" is constitutionally protected speech and should not have been blocked. The University's General Counsel regrets that Professor Gilley was blocked.

3. After he was blocked, Professor Gilley made a public records request for the University's policies that govern social media moderation. An Assistant Vice President for the Division of Equity and Inclusion provided information in response to the public records request that incorrectly advised the Public Records Office that the University did not have social media moderation policies, and that incorrect information was provided to Professor Gilley. No University officials above the rank of the Assistant Vice President were made aware of the request or incorrect response. The University's General Counsel regrets that this incorrect information was provided.

4. Senior University officials above the rank of the Assistant Vice President were not made aware that Professor Gilley had been blocked until after he filed his lawsuit. Professor Gilley did not confer with the University before filing the lawsuit and motion for temporary restraining order.

5. As part of resolving this case, the University has agreed to clarify its social media guidelines, provide a means of challenging a blocking decision, and train staff.

On this ___ day of _____, 2025,

IT IS SO STIPULATED.

For Plaintiff Bruce Gilley:

For Defendant Communication Manager for
the Division of Equity and Inclusion:

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