

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Agreement”) is made and entered into by and between Matin Samimiat, Annaliese Hutchings, and Young America’s Foundation, on the one hand, and Stephanie Smallshaw and Coast Community College District, on the other, as of the Effective Date defined below.

As used herein, the term “Parties” refers collectively to the signatories to this Agreement, which are Matin Samimiat, Annaliese Hutchings, Young America’s Foundation, Stephanie Smallshaw and Coast Community College District, and the term “Party” refers to each of the Parties individually.

GENERAL RECITALS

WHEREAS, on May 21, 2025, Matin Samimiat, Annaliese Hutchings, and Young America’s Foundation filed a Complaint against Stephanie Smallshaw in the matter of *Matin Samimiat, et al. v. Stephanie Smallshaw*, United States District Court, Central District of California, Case No. 8:25-cv-01098 (the “Complaint” or “Action”). Stephanie Smallshaw was named in the Complaint as a defendant both individually and in her official capacities as an employee and/or representative of Golden West College, a California community college operated by Coast Community College District. The Complaint asserts claims for Declaratory, Injunctive and Other Relief based on 42 U.S.C. §1983 and alleged rights, privileges and immunities secured by the First and Fourteenth Amendments to the United States Constitution, as described more fully in the Complaint (the “Claims”);

WHEREAS, the Parties wish to avoid the expense and inconvenience of continuing and/or protracted litigation in connection with the Complaint and Action, and further desire to enter into an early settlement that will fully and completely resolve any and all claims or potential claims between them related to the Complaint, the Action and the Claims, and therefore enter into this Agreement.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements and promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, and in order to settle and resolve all claims between the Parties in, arising out of, or related to the Complaint, the Action and the Claims, but without admitting liability, the Parties agree as follows:

AGREEMENT

1. **Effective Date**: This Agreement shall be effective and take full force and effect upon execution by the Parties, the last date of which shall constitute the effective date of this Agreement (the “Effective Date”).
2. **Purpose of Agreement**: The Parties hereto, in entering into this Agreement, acknowledge and agree that the purpose of this Agreement is to resolve all controversies and claims between the Parties in connection with the Complaint and Action, including but not limited to those arising out of or relating to the factual allegations in the Complaint and the Claims, and

the desire to avoid the expense and inconvenience of continuing and/or protracted litigation on these issues.

3. **Specific Provisions:** In consideration of the recitals above (which are incorporated herein by reference and are made a part of this Agreement), the mutual and individual covenants contained in this Agreement, and other good and valuable consideration described below, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

a) **Payments:**

- i. Coast Community College shall issue two separate payments made payable to “Matin Samimiat” and “Annaliese Hutchings,” respectively, in the sum of \$17.91 (Seventeen Dollars and Ninety-One Cents) via separate checks delivered to:

Alan Gura
INSTITUTE FOR FREE SPEECH
1150 Connecticut Avenue, N.W., Suite 801
Washington, DC 20036

- ii. Coast Community College shall also issue payment made payable to “INSTITUTE FOR FREE SPEECH” in the sum of \$25,750.89 (Twenty-Five Thousand Seven Hundred Fifty Dollars and Eighty-Nine Cents) via a check delivered to:

Alan Gura
INSTITUTE FOR FREE SPEECH
1150 Connecticut Avenue, N.W., Suite 801
Washington, DC 20036

The Parties understand and agree that payments described herein shall be issued within fifteen (15) days of the Effective Date of this Agreement.

The Parties further understand and agree that the payments described herein shall be inclusive of all damages, attorney’s fee, costs, expenses and any other relief sought by Matin Samimiat, Annaliese Hutchings and/or Young America’s Foundation, and their counsel, in connection with the Complaint, the Action and the Claims.

b) **Repeal and Modification of Paragraphs and Language in Student Code of Conduct:**

- i. Coast Community College District shall formally repeal the prohibition of “Hateful Behavior” in Student Code of Conduct, Appendix B, ¶24.

- ii. Coast Community College District shall formally modify the prohibition of “Infliction of Mental Harm” in Student Code of Conduct, Appendix B, ¶ 27, to remove section (e), which states “any act which purposefully demeans, degrades, or disgraces any person,” and in its place, insert the following new sentence at the end of ¶27:

“Speech or other expressive conduct protected by the First Amendment, including the expression of social, ideological, or political viewpoints, does not violate this provision.”

The Parties understand and agree that the repeal and modification as described herein shall be accomplished as soon as practical with a goal of obtaining approval of both this Agreement and the repeal and modification at the next board meeting for Coast Community College District that is scheduled for July 16, 2025.

The Parties further understand and agree that the repeal and modification described herein shall not restrict or limit the authority and rights of Coast Community College District and its personnel in enforcing its policies, adopting new policies, or in instituting and/or taking other actions that Coast Community College District, in its sole discretion, are necessary to protect student rights, interests and safety, or to otherwise provide for or facilitate a safe campus or other goals and objectives. However, the Parties otherwise reserve any rights they may have with respect to any new enforcement actions, new and/or revised policies and procedures, and other actions.

c) **Notice of Settlement; Dismissal of All Claims With Prejudice:**

Upon execution of this Agreement, counsel for Plaintiffs Matin Samimiat, Annaliese Hutchings, and Young America’s Foundation shall file a Notice of Settlement with the Court in this Action and take further actions that are necessary or appropriate, in coordination and cooperation with counsel for Stephanie Smallshaw, to ensure that the Court understands a settlement has been reached and that no other actions with respect to the pleadings (and any response thereto) is required.

No later than ten (10) days after confirmation of the repeal/modification and receipt of the payments in Paragraph 3 herein, counsel for Plaintiffs Matin Samimiat, Annaliese Hutchings, and Young America’s Foundation, in coordination and cooperation with counsel for Stephanie Smallshaw (if necessary), will cause the Complaint to be dismissed with prejudice, with each Party to bear its own fees and costs.

d) **Release and Waiver of Claims:**

Upon the repeal/modification of the paragraphs and language in the Student Code of Conduct and upon delivery of the payments described above, and except for the obligations created by this Agreement and/or as otherwise specified in this Agreement, Matin Samimiat, Annaliese Hutchings, and Young America's Foundation, on behalf of themselves, and on behalf of their respective officers, directors, attorneys, successors and assigns, do hereby fully and forever release and discharge Stephanie Smallshaw and Coast Community College District, and each of their respective employees, agents, officers, directors, attorneys, assigns, subsidiaries, affiliates, and successors in interest, from any and all claims, disputes, conflicts, allegations, demands, costs, damages, losses, liens, obligations, causes of action and liabilities of any and every nature, kind, or description, whether based on contract, tort, equity or otherwise, whether legal or equitable, known or unknown, liquidated or unliquidated, contingent or non-contingent, direct, indirect or derivative, suspected or unsuspected, which have existed or may have existed, or which do exist, or which hereinafter can, shall or may exist, regarding any facts, events or omissions prior to the Effective Date that in any manner or fashion relate to or concern matters alleged in the Complaint, the Action and/or the Claims. So there is no misunderstanding, this Agreement shall not release any claims or rights to fees between a Party and that Party's own attorney of record.

e) **Waiver of Rights Under California Civil Code § 1542:**

With respect to the releases provided herein, Matin Samimiat, Annaliese Hutchings, and Young America's Foundation hereby acknowledge there is a possibility that subsequent to the execution of this Agreement, they could discover facts or claims which were unknown or unsuspected at the time this Agreement was executed, and which if known by them at that time might have materially affected their decision to settle their disputes, release claims and execute this Agreement. Matin Samimiat, Annaliese Hutchings, and Young America's Foundation acknowledge and agree that by reason of this Agreement and the releases contained in the preceding paragraph, they are assuming any and all risk of such unknown facts and such unknown and unsuspected claims, and agree to release the same nonetheless.

Matin Samimiat, Annaliese Hutchings, and Young America's Foundation further acknowledge and agree that they have been advised of the existence of Section 1542 of the California Civil Code ("Section 1542"), which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS

**OR HER SETTLEMENT WITH THE DEBTOR OR
RELEASED PARTY.**

Notwithstanding Section 1542 or any other statute, law or rule of similar effect, the releases provided in this Agreement shall each constitute a full and complete release of all known and unknown claims in accordance with its terms. Hence, Matin Samimiati, Annaliese Hutchings, and Young America's Foundation knowingly and voluntarily waive the provisions of Section 1542, as well as any other statute, law, or rule of similar effect, and acknowledge and agree that this waiver is an essential and material term of this release and the settlement that leads to it, and without such waiver the settlement would not have been accepted. Matin Samimiati, Annaliese Hutchings, and Young America's Foundation hereby represent that they understand and acknowledge the significance and consequence of this release and of this specific waiver of Section 1542 and other such statutes, laws, and rules of similar effect.

4. **General Provisions:** In addition to the specific provisions described above, the Parties understand and agree to each of the following general provisions:

- a) **Amendments.** Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by the Parties shall be incorporated by written instrument, executed and signed by all Parties.
- b) **Applicable Law/Venue.** This Agreement shall be governed by, interpreted and construed in accordance with and under the laws of the State of California without regard to principles of conflicts of law. The Parties agree that California courts shall have exclusive jurisdiction over all disputes and controversies arising out of this Settlement Agreement, and any claim for relief and other legal proceeding to interpret or enforce the respective rights of the Parties must be filed in the Superior Court of the State of California, Orange County, or the U.S. District Court for the Central District of California.
- c) **Entirety of Contract.** This Agreement, consisting of eight (8) pages represents the entire and integrated Agreement between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- d) **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing and given via email to counsel for the respective Party as follows:

Alan Gura
agura@ifs.org
INSTITUTE FOR FREE SPEECH
1150 Connecticut Avenue, N.W., Suite 801
Washington, DC 20036
Phone: 202.967.0007
Fax: 202.301.3399

Attorneys for Martin Samimiati, Annaliese Hutchings, and Young America's Foundation

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CALLAHAN & BLAINE, PC

3 Hutton Centre Drive, Ninth Floor

Santa Ana, California 92707

Telephone: (714) 241-4444

Facsimile: (714) 241-4445

Attorneys for Stephanie Smallshaw and Coast Community College District

e) **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.

f) **Construction; Drafting; No Prejudice.** Should any provision of this Agreement require judicial interpretation, it is agreed that the Court, in interpreting or considering such provision, shall not apply any presumption that the terms hereof shall be more strictly construed against the Party who itself or through its agent prepared the same, it being agreed that all Parties hereto have participated in the drafting of this Agreement.

g) **Titles Not Controlling.** Titles of sections are for reference only and shall not be used to construe the language in this Agreement.

h) **Execution of Agreement.** This Agreement may be executed by facsimile, scanned, or electronic signature and may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

i) **Electronic Signatures.** Each party agrees that electronic signatures, whether digital or encrypted, of the Parties to this Agreement are intended to authenticate and express assent to the terms of the Agreement, and shall have the same force and effect as manual signatures. Delivery of a copy of this Agreement bearing an electronic signature through electronic means intended to preserve the original graphic and pictorial appearance of the document will have the same effect as physical delivery of the paper document, provided that the electronic signature is applied using sufficient technology to verify (1) the identify of each signatory

using unique identifiers; and (2) that the signatory reviewed the entire Agreement before execution of same.

j) **Authority:** Each Party represents and warrants that he/she/it has complete authority, right, and power to enter into and execute this Agreement. Each person signing this Agreement or any related documents on behalf of a Party or on behalf of an entity or any other person warrants and represents that, to the extent the signer is executing this Agreement for and on behalf of an entity or person, said signer has been fully empowered and properly authorized to execute this Agreement for and on behalf of said entity or person. Each Party further acknowledges that his/her/its respective attorney has fully explained the legal effect of this Agreement and of the release provided for herein and that the Agreement and release herein is final and conclusive forthwith, and each Party has freely consented to and entered into this Agreement with this understanding.

k) **No Prior Assignments:** The Parties represent and warrant that they have not heretofore assigned or transferred, or purported to assign or transfer, to any other person, entity, firm or corporation whatsoever, any claim, liability, demand, obligation, action or causes of action herein released.

l) **Timing and Effect of Performance.** The Parties agree and understand that this Agreement imposes numerous obligations on various Parties, some of which will be performed sequentially, and that performance of and/or compliance with each sequential obligation is a dependent condition precedent of any other Party's duty to perform any subsequent obligation.

m) **Duty of Cooperation:** Each Party agrees to execute and deliver to the other Parties all additional documents and to take such additional actions as are necessary or reasonably required to effectuate the terms, conditions, provisions, and intent of this Agreement.

n) **No Admission of Liability:** Each of the Parties hereto understands and agrees that this settlement is in compromise of a dispute or disputes between the Parties and that the terms of this Agreement, including but not limited to the payments, the repeal and modification of paragraphs and language in the Student Code of Conduct, the releases, and the dismissal provided herein are not to be construed as an admission of liability on the part of any Party, and that the Parties deny any liability on their respective parts.


o) **Each Party Bears Its Own Attorney Fees, Costs, and Expenses:** Except as otherwise provided herein, each Party shall be responsible for all of its own fees, costs and expenses (including, without limitation, any and all attorney, consultant, and expert fees, costs and expenses), arising out of or relating to the Complaint, the Action and the Claims, and all fees and costs incurred in connection with the negotiation, drafting, and implementation of this Agreement.

p) **Independent Counsel:** The Parties hereto acknowledge that they have each been represented by independent counsel of their own choice and have entered into this Agreement after having been provided a reasonable opportunity to review the terms and conditions herein and after having been provided a reasonable opportunity to confer with their counsel.

IN WITNESS HEREOF, the Parties have executed this Agreement on the dates set forth below.

UNDERSTOOD AND AGREED:

Date: July 10, 2025



Matin Samimi

Date: July __, 2025

Annaliese Hutchings

Date: July __, 2025

Young America's Foundation

By (print name): _____

Title: (print title): _____

Date: July __, 2025

Stephanie Smallshaw

Date: July __, 2025

Coast Community College District

By (print name): _____

Title: (print title): _____

p) **Independent Counsel:** The Parties hereto acknowledge that they have each been represented by independent counsel of their own choice and have entered into this Agreement after having been provided a reasonable opportunity to review the terms and conditions herein, and after having been provided a reasonable opportunity to confer with their counsel.

IN WITNESS HEREOF, the Parties have executed this Agreement on the dates set forth below.

UNDERSTOOD AND AGREED:

Date: July __, 2025

Matin Samimiati

Date: July 11, 2025

Annaliese Hutchings
Annaliese Hutchings

Date: July __, 2025

Young America's Foundation
By (print name): _____
Title: (print title): _____

Date: July __, 2025

Stephanie Smallshaw

Date: July __, 2025

Coast Community College District
By (print name): _____
Title: (print title): _____

p) **Independent Counsel:** The Parties hereto acknowledge that they have each been represented by independent counsel of their own choice and have entered into this Agreement after having been provided a reasonable opportunity to review the terms and conditions herein and after having been provided a reasonable opportunity to confer with their counsel.

IN WITNESS HEREOF, the Parties have executed this Agreement on the dates set forth below.

UNDERSTOOD AND AGREED:


Date: July __, 2025

Matin Samimiat

Date: July __, 2025

Annaliese Hutchings

Date: July 11, 2025



Young America's Foundation
By (print name): Raj Kannappan
Title: (print title): Vice President

Date: July __, 2025

Stephanie Smallshaw

Date: July __, 2025

Coast Community College District

By (print name): _____

Title: (print title): _____

p) **Independent Counsel:** The Parties hereto acknowledge that they have each been represented by independent counsel of their own choice and have entered into this Agreement after having been provided a reasonable opportunity to review the terms and conditions herein and after having been provided a reasonable opportunity to confer with their counsel.

IN WITNESS HEREOF, the Parties have executed this Agreement on the dates set forth below.

UNDERSTOOD AND AGREED:

Date: July __, 2025

Matin Samimiat

Date: July __, 2025

Annaliese Hutchings

Date: July __, 2025

Young America's Foundation

By (print name): _____

Title: (print title): _____

Date: July 15, 2025



Stephanie Smallshaw

Date: July __, 2025

Coast Community College District

By (print name): _____

Title: (print title): _____

p) **Independent Counsel:** The Parties hereto acknowledge that they have each been represented by independent counsel of their own choice and have entered into this Agreement after having been provided a reasonable opportunity to review the terms and conditions herein and after having been provided a reasonable opportunity to confer with their counsel.

IN WITNESS HEREOF, the Parties have executed this Agreement on the dates set forth below.

UNDERSTOOD AND AGREED:

Date: July __, 2025

Matin Samimiat

Date: July __, 2025

Annaliese Hutchings

Date: July __, 2025

Young America's Foundation

By (print name): _____

Title: (print title): _____

Date: July __, 2025

Stephanie Smallshaw

Date: July 16, 2025



Coast Community College District

By (print name): Whitney Yamenula

Title: (print title): Chancellor