

**SETTLEMENT AGREEMENT
AND
RELEASE OF ALL CLAIMS**

This Settlement Agreement and Release of All Claims (“Agreement”) is made between **KAWIKA SMITH, GLORIA D., STEPHEN C., ALEXANDRA VILLEGAS, GARY W., CHINESE FOR AFFIRMATIVE ACTION, COLLEGE ACCESS PLAN, COLLEGE SEEKERS, COMMUNITY COALITION, DOLORES HUERTA FOUNDATION, LITTLE MANILA RISING, and COMPTON UNIFIED SCHOOL DISTRICT (“RELEASORS”)**, and **THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (“REGENTS”)** with respect to the following facts:

RECITALS

On December 10, 2019, KAWIKA SMITH, through his guardian ad litem LEILANI REED, GLORIA D., through her guardian ad litem DIANA I., STEPHEN C., through his guardian ad litem MARGARET F., ALEXANDRA VILLEGAS, CHINESE FOR AFFIRMATIVE ACTION, COLLEGE ACCESS PLAN, COLLEGE SEEKERS, COMMUNITY COALITION, DOLORES HUERTA FOUNDATION, and LITTLE MANILA RISING (the “Smith Plaintiffs”) initiated an action against the REGENTS and Janet Napolitano, in her official capacity as President of the University of California, in the Superior Court of the State of California, County of Alameda, Case No. RG19046222.

Also on December 10, 2019, Compton Unified School District (“CUSD”) and Micah Ali initiated an action against the REGENTS and Janet Napolitano, in her official capacity as President of the University of California, in the Superior Court of the State of California, County of Alameda, Case No. RG19046343. These two lawsuits have been consolidated, and they are referred to collectively here as “the Action.”

On June 15, 2020, following a ruling sustaining in part and denying in part a demurrer, RELEASORS—that is, the Smith Plaintiffs, CUSD, and newly added Plaintiff GARY W.—filed an Amended Complaint. The Amended Complaint seeks declaratory and injunctive relief and alleges that the REGENTS’ “test-optional” admissions policy violates certain State constitutional provisions and civil rights statutes.

On August 31, 2020, the Superior Court enjoined the University of California from using the SAT and ACT test results for admissions or scholarship decisions during the pendency of this action. The REGENTS appealed this decision, and filed a Petition for Writ of Supersedeas. On October 29, 2020, the Court of Appeal denied the REGENTS’ Petition for Writ of Supersedeas concerning the preliminary injunction. The REGENTS’ appeal is currently pending.

The REGENTS denies and disputes RELEASORS' claims and allegations.

In order to avoid the substantial expense and inconvenience of further litigation, the parties now desire to finally settle all claims asserted in, as well as all issues that were raised or could have been raised in the Action arising from the University of California's use of the SAT and ACT, on the terms set forth in this Agreement.

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, IT IS HEREBY AGREED AS FOLLOWS:

TERMS OF AGREEMENT

1. Settlement Measures. In exchange for the promises and warranties of RELEASORS as set forth below, the REGENTS agrees as follows:
 - a. Admissions. For students applying for entry between Fall 2021 and Spring 2025, no University of California ("UC") campus will consider SAT or ACT scores in determining whether to offer admission. SAT and ACT scores, if submitted by students, will not be provided to admissions readers.
 - i. Consistent with the policy change announced by the REGENTS on May 21, 2020, UC has no current plan to consider SAT or ACT scores in determining whether to offer admission to students applying for admission in or after Fall 2025.
 - ii. Nothing in this Agreement prevents students from using or the REGENTS from considering SAT or ACT scores to (a) satisfy the "B" (English) requirement of the A-G requirements or (b) establish eligibility through "Admission by Exam." Applications will continue to be submitted through a system controlled by the UC Office of the President ("UCOP"), and after the effective date of this Agreement, if the REGENTS continues to use SAT and/or ACT scores for purposes of "Admission by Exam," UC campuses will not be informed by UCOP whether students are eligible through "Admission by Exam" until after admissions decisions have been made.
 - iii. Consistent with existing UC policy and practice, as part of the appeal process available to students denied admission to any UC campus, and subject to the existing policies and practices applicable to any student denied admission, any applicant with a disability shall be permitted to present information related to a disability, if they believe that that evidence is relevant to their appeal.

- iv. Nothing in this Agreement prevents the REGENTS from considering scores on SAT Subject Tests in admissions or scholarship decisions if students choose to submit them.
 - v. Nothing in this Agreement prevents the REGENTS from using SAT or ACT scores as one of the available means for course placement or advising after students are admitted to UC if students choose to submit them. Students will be informed upon applying to UC that, if they submit SAT or ACT scores, they may be used to satisfy the Entry Level Writing Requirement or for placement in courses. Students will also be informed that they will have an additional opportunity to submit SAT or ACT scores for the purposes of the Entry Level Writing Requirement or course placement after admissions decisions have been made and that there are alternative placement options, which may include an alternative test, available for each such UC course.
- b. Scholarships. SAT or ACT scores will not be used in determining whether to award UC-funded or UC-administered scholarships.
 - c. Statewide Eligibility. SAT or ACT scores will not be used in determining eligibility for UC's statewide admissions guarantee.
 - d. Communications. Within 10 business days after this Agreement becomes binding on all parties, UC campus websites will be updated to state that SAT and ACT scores will not be considered in making admissions or scholarship decisions, as provided in this Agreement. Each campus will also implement a communications strategy to disseminate this information widely to relevant stakeholders (*e.g.*, California high school and community college students, guidance counselors, and organizations serving college applicants, including those with disabilities and/or from underrepresented minority groups and/or from low income families). Also within 10 business days after this Agreement becomes binding on all parties, UCOP's admissions website for the UC system will be updated to explain that (a) SAT and ACT scores will not be used for purposes of the statewide admissions guarantee, and (b) that "Admission by Exception" is an available means for applicants who do not satisfy A-G requirements or meet the GPA requirement to become eligible. UCOP will issue a communication to its admissions counselor email distribution list including all of the information in this paragraph.
 - e. Future Admissions Exam. If the REGENTS chooses a new exam for use in undergraduate admissions in the future, it will consider access for students with disabilities in the design and implementation of any such exam.

f. Payment of Attorney's Fees and Costs. Within 60 days after dismissal of the Action, if RELEASORS have promptly provided a Form W-9 and wiring instructions for the Winston & Strawn LLP Client Trust Account, the REGENTS will pay the total sum of \$1,250,000 jointly to RELEASORS and the undersigned attorneys and law firms to compensate them for attorney's fees and costs incurred in the Action. The payment will be made by wire transfer to a non-interest-bearing Winston & Strawn LLP IOLTA Account and will be held in this account while the funds are distributed. The REGENTS may elect to pay in two separate installments, such that the first installment is paid in the fiscal year ending June 30, 2021 and the second installment is paid in the following fiscal year. Notwithstanding the first sentence of this paragraph, if the REGENTS elects to pay in two separate installments, only the first installment need be paid within 60 days after dismissal of the Action, provided that the second installment is paid within 60 days after dismissal or August 1, 2021, whichever is later. By agreeing to make this payment, the REGENTS in no way admits that RELEASORS are or would be a prevailing party in the Action. Any division of such payment as between RELEASORS and/or their attorneys is not a matter of concern as to the REGENTS, and any agreement or disagreement regarding such division shall not in any way bear on this Agreement. Furthermore, the REGENTS has made no representation about and takes no position on the tax consequences of this Agreement. A dispute regarding the tax status of any payments made pursuant to this Agreement shall not affect the validity of this Agreement.

2. General Release of All Claims. RELEASORS unconditionally, irrevocably and absolutely release and discharge the REGENTS, as well as its present or former employees, officers, agents, attorneys, affiliates, successors, assigns and all other representatives of the REGENTS, including but not limited to individual members of the Board of Regents, Janet Napolitano, and Michael V. Drake (collectively, "Released Parties"), from any and all causes of action, judgments, liens, indebtedness, damages, losses, claims (including attorney's fees and costs), liabilities and demands of whatsoever kind and character that RELEASORS may now or hereafter have against the Released Parties arising from University of California's current or past use of the SAT and ACT (hereafter collectively, "Released Claims"). This release does not extend to any use of the SAT or ACT first adopted after the date of this Agreement, unless such use is expressly permitted by this Agreement.

3. Unknown or Different Facts or Law. RELEASORS acknowledge that they may discover facts or law different from, or in addition to, the facts or law they know or believe to exist with respect to a Released Claim. They agree, nonetheless, that this Agreement and the releases contained in it shall be and remain effective in all respects notwithstanding such different or additional facts or law.

4. California Civil Code Section 1542 Waiver. RELEASORS expressly acknowledge and agree that the releases contained in this Agreement include a waiver of all rights under Section 1542 of the California Civil Code. This statute reads as follows:

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.

RELEASORS acknowledge that they have read all of this Agreement, including the above Civil Code section, and that they fully understand both the Agreement and the Civil Code section. RELEASORS waive any benefits and rights granted to them pursuant to Civil Code section 1542.

5. Dismissal of the Action. Within two Court days after the parties have confirmed that (a) the Agreement is fully executed, and (b) the Agreement is binding on the REGENTS, RELEASORS and the REGENTS shall file a stipulated motion and/or other appropriate papers requesting the immediate dissolution of the preliminary injunction entered in the Action. RELEASORS agree to take all actions necessary to dismiss the Action, with prejudice, as soon as possible after the revision of UC websites, including, but not limited to, executing and filing a Request for Dismissal of the Action With Prejudice, with the Superior Court. Once the preliminary injunction has been dissolved and the Action has been dismissed with prejudice in the Superior Court, the REGENTS agrees to take all actions necessary to dismiss the pending appeal of the preliminary injunction. The parties agree that any action by a party to this Agreement alleging a breach of this Agreement or challenging a future use of the SAT or ACT by the Regents on the same theories presented in the Action shall be filed in the Superior Court, Alameda County and is a "related case" under California Rules of Court, Rule 3.300, and that no party will argue otherwise. In the event of any actual or threatened breach of this Agreement (except an actual or threatened breach of Paragraph 1(a)(i)), the Party who is or is to be thereby aggrieved shall have the right to specific performance and injunctive or other equitable relief of its rights under this Agreement, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. The Parties agree that the remedies at law for any breach or threatened breach (except an actual or threatened breach of Paragraph 1(a)(i)) may be inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are waived by the Parties to this Agreement. Before a party files any court action to enforce the terms of this Agreement, that party will notify in writing counsel for the other party (or parties) in alleged breach of this Agreement and provide a period of at least 15 days to cure the alleged breach.

6. No Prior Assignments or Liens; Indemnification for Same. RELEASORS represent and warrant that they have not assigned to any other person or entity any Released Claim.

7. No Admissions. By entering into this Agreement, the REGENTS shall not be deemed or construed to have admitted to any liability for this incident. The parties agree that it is their mutual intention that neither this Agreement nor any terms hereof shall be admissible in any other or future proceedings against the REGENTS, except a proceeding to enforce this Agreement.

8. Attorney's Fees and Costs. RELEASORS and the REGENTS agree to bear their own attorney's fees and expenses incurred in connection with the Action, or any Released Claim, except as otherwise set forth herein.

9. Severability. Should it be determined by a court that any term of this Agreement is unenforceable, that term shall be deemed to be deleted. However, the validity and enforceability of the remaining terms shall not be affected by the deletion of the unenforceable terms.

10. Modifications. This Agreement may be amended only by a written instrument executed by all parties hereto.

11. Cooperation. The parties agree to do all things necessary and to execute all further documents necessary and appropriate to carry out and effectuate the terms and purposes of this Agreement.

12. Interpretation; Construction. The headings set forth in this Agreement are for convenience only and shall not be used in interpreting this Agreement. This Agreement has been drafted by legal counsel representing the REGENTS, but RELEASORS and their counsel have fully participated in the negotiation of its terms. RELEASORS acknowledge they have had an opportunity to review and discuss each term of this Agreement with legal counsel and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

13. Entire Agreement. The parties to this Agreement declare and represent that no promise, inducement or agreement not herein discussed has been made between the parties, and that this Agreement contains the entire expression of agreement between the parties on the subjects addressed herein.

14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, together, all counterparts form one single Agreement. A facsimile or .pdf signature shall be deemed an original signature, and a signed copy of this Agreement transmitted by facsimile, email or other means of

electronic transmission shall be deemed to create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) and shall have the same legal effect as an original executed copy of this Agreement.

15. Advice of Counsel. The parties declare and represent that they are executing this Agreement with full advice from their respective legal counsel, and that they intend that this Agreement shall be complete and shall not be subject to any claim of mistake, and that the releases herein express a full and complete release and, regardless of the adequacy or inadequacy of the consideration, each intends the releases herein to be final and complete. Each party executes this release with the full knowledge that this release covers all possible claims, to the fullest extent permitted by law. The parties acknowledge that they have entered into this Agreement voluntarily, on the basis of their own judgment and without coercion, and not in reliance on any promises, representations, or statements made by the other parties other than those contained in this agreement. This Agreement incorporates the entire understanding of the parties and recites the sole consideration of the promises and agreements contained within it. The parties have read this Agreement and are fully aware of its contents and legal effect.

16. Condition Precedent. This Agreement shall not be binding on REGENTS unless and until the Board of Regents of the University of California has formally approved this settlement and such formal approval has been communicated to counsel for RELEASORS. This Agreement shall not be binding on the Compton Unified School District until the Compton Unified School District Board of Trustees has formally approved this settlement and such formal approval has been communicated to counsel for REGENTS and the other RELEASORS.

PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

WHEREFORE, THE PARTIES HAVE VOLUNTARILY EXECUTED THIS AGREEMENT ON THE DATES SHOWN BELOW.

Dated: 5/11/2021, 2021

COMPTON UNIFIED SCHOOL DISTRICT

By:



Dated: _____, 2021

CHINESE FOR AFFIRMATIVE ACTION

By: _____

electronic transmission shall be deemed to create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) and shall have the same legal effect as an original executed copy of this Agreement.

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WHEREFORE, THE PARTIES HAVE VOLUNTARILY EXECUTED THIS AGREEMENT ON THE DATES SHOWN BELOW.

Dated: _____, 2021 COMPTON UNIFIED SCHOOL DISTRICT

By: _____

Dated: ^{04/28/2021} _____, 2021 CHINESE FOR AFFIRMATIVE ACTION

By: Vincent Pan

Dated: ^{04/27/2021} _____, 2021

COLLEGE ACCESS PLAN (CAP)



By: _____

Dated: _____, 2021

COLLEGE SEEKERS

By: _____

Dated: _____, 2021

COMMUNITY COALITION

By: _____

Dated: _____, 2021

DOLORES HUERTA FOUNDATION

By: _____

Dated: _____, 2021

LITTLE MANILA RISING

By: _____

Dated: _____, 2021

STEPHEN C.

Dated: _____, 2021

GLORIA D.

Dated: _____, 2021

KAWIKA SMITH

Dated: _____, 2021

COLLEGE ACCESS PLAN (CAP)

By: _____

Dated: ^{05/03/2021} _____, 2021

COLLEGE SEEKERS

By: Laura Kazan

Dated: _____, 2021

COMMUNITY COALITION

By: _____

Dated: _____, 2021

DOLORES HUERTA FOUNDATION

By: _____

Dated: _____, 2021

LITTLE MANILA RISING

By: _____

Dated: _____, 2021

STEPHEN C.

Dated: _____, 2021

GLORIA D.

Dated: _____, 2021

KAWIKA SMITH

Dated: _____, 2021

COLLEGE ACCESS PLAN (CAP)

By: _____

Dated: _____, 2021

COLLEGE SEEKERS

By: _____

Dated: ^{05/05/2021} _____, 2021

COMMUNITY COALITION

By: Aurea Montes-Rodriguez

Dated: _____, 2021

DOLORES HUERTA FOUNDATION

By: _____

Dated: _____, 2021

LITTLE MANILA RISING

By: _____

Dated: _____, 2021

STEPHEN C.

Dated: _____, 2021

GLORIA D.

Dated: _____, 2021

KAWIKA SMITH

Dated: _____, 2021

COLLEGE ACCESS PLAN (CAP)

By: _____

Dated: _____, 2021

COLLEGE SEEKERS

By: _____

Dated: _____, 2021

COMMUNITY COALITION

By: _____

Dated: 05/06/2021, 2021

DOLORES HUERTA FOUNDATION

By: Camila Chavez

Dated: _____, 2021

LITTLE MANILA RISING

By: _____

Dated: _____, 2021

STEPHEN C.

Dated: _____, 2021

GLORIA D.

Dated: _____, 2021

KAWIKA SMITH

Dated: _____, 2021

COLLEGE ACCESS PLAN (CAP)

By: _____

Dated: _____, 2021

COLLEGE SEEKERS

By: _____

Dated: _____, 2021

COMMUNITY COALITION

By: _____

Dated: _____, 2021

DOLORES HUERTA FOUNDATION

By: _____

Dated: ^{05/03/2021} _____, 2021

LITTLE MANILA RISING

By:  _____

Dated: _____, 2021

STEPHEN C.

Dated: _____, 2021

GLORIA D.

Dated: _____, 2021

KAWIKA SMITH

Dated: _____, 2021

COLLEGE ACCESS PLAN (CAP)

By: _____

Dated: _____, 2021

COLLEGE SEEKERS

By: _____

Dated: _____, 2021

COMMUNITY COALITION

By: _____

Dated: _____, 2021

DOLORES HUERTA FOUNDATION

By: _____

Dated: _____, 2021

LITTLE MANILA RISING

By: _____

Dated: April 29, 2021



STEPHEN C.

Dated: _____, 2021

GLORIA D.

Dated: _____, 2021

KAWIKA SMITH

Dated: _____, 2021

COLLEGE ACCESS PLAN (CAP)

By: _____

Dated: _____, 2021

COLLEGE SEEKERS

By: _____

Dated: _____, 2021

COMMUNITY COALITION

By: _____

Dated: _____, 2021

DOLORES HUERTA FOUNDATION

By: _____

Dated: _____, 2021

LITTLE MANILA RISING

By: _____

Dated: _____, 2021

STEPHEN C.

Dated: ^{05/03/2021} _____, 2021

Gloria D.

GLORIA D.

Dated: _____, 2021

KAWIKA SMITH

Dated: _____, 2021

COLLEGE ACCESS PLAN (CAP)

By: _____

Dated: _____, 2021

COLLEGE SEEKERS

By: _____

Dated: _____, 2021

COMMUNITY COALITION

By: _____

Dated: _____, 2021

DOLORES HUERTA FOUNDATION

By: _____

Dated: _____, 2021

LITTLE MANILA RISING

By: _____

Dated: _____, 2021

STEPHEN C.

Dated: _____, 2021

GLORIA D.

Dated: 04/29/2021, 2021

Kawika Smith

KAWIKA SMITH

Dated: 04/28/2021, 2021

Alexandra Villegas
ALEXANDRA VILLEGAS

Dated: _____, 2021

GARY W.

Dated: _____, 2021

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____

APPROVED AS TO FORM AND SUBSTANCE:

OLIVAREZ MADRUGA LEMIEUX O'NEILL, LLP

By: 

Thomas M. Madruga
Attorneys for COMPTON UNIFIED SCHOOL DISTRICT

PUBLIC COUNSEL

By: _____

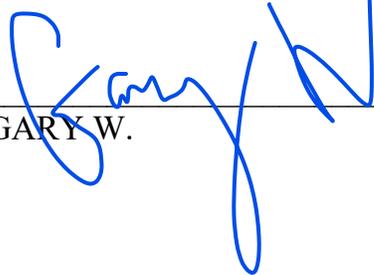
Amanda Mangaser Savage
Attorneys for KAWIKA SMITH, GLORIA D., STEPHEN C., MARGARET F.,
ALEXANDRA VILLEGAS, GARY W., CHINESE FOR AFFIRMATIVE
ACTION, COLLEGE ACCESS PLAN, COLLEGE SEEKERS, COMMUNITY
COALITION, DOLORES HUERTA FOUNDATION, LITTLE MANILA
RISING

WINSTON & STRAWN LLP

Dated: _____, 2021

ALEXANDRA VILLEGAS

Dated: May 4, 2021



GARY W.

Dated: _____, 2021

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____

APPROVED AS TO FORM AND SUBSTANCE:

OLIVAREZ MADRUGA LEMIEUX O'NEILL, LLP

By: _____

Thomas M. Madruga
Attorneys for COMPTON UNIFIED SCHOOL DISTRICT

PUBLIC COUNSEL

By: _____

Amanda Mangaser Savage
Attorneys for KAWIKA SMITH, GLORIA D., STEPHEN C., MARGARET F.,
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COALITION, DOLORES HUERTA FOUNDATION, LITTLE MANILA
RISING

WINSTON & STRAWN LLP

Dated: _____, 2021

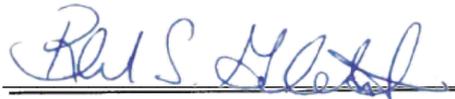
ALEXANDRA VILLEGAS

Dated: _____, 2021

GARY W.

Dated: May 14, 2021

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: 

Rhonda S. Goldstein, Senior Counsel

APPROVED AS TO FORM AND SUBSTANCE:

OLIVAREZ MADRUGA LEMIEUX O'NEILL, LLP

By: _____
Thomas M. Madruga
Attorneys for COMPTON UNIFIED SCHOOL DISTRICT

PUBLIC COUNSEL

By: _____
Amanda Mangaser Savage
Attorneys for KAWIKA SMITH, GLORIA D., STEPHEN C., MARGARET F.,
ALEXANDRA VILLEGAS, GARY W., CHINESE FOR AFFIRMATIVE
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COALITION, DOLORES HUERTA FOUNDATION, LITTLE MANILA
RISING

WINSTON & STRAWN LLP

Dated: _____, 2021

ALEXANDRA VILLEGAS

Dated: _____, 2021

GARY W.

Dated: _____, 2021

THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA

By: _____

APPROVED AS TO FORM AND SUBSTANCE:

OLIVAREZ MADRUGA LEMIEUX O'NEILL, LLP

By: _____

Thomas M. Madruga
Attorneys for COMPTON UNIFIED SCHOOL DISTRICT

PUBLIC COUNSEL

By:  _____

Amanda Mangaser Savage
Attorneys for KAWIKA SMITH, GLORIA D., STEPHEN C., MARGARET F.,
ALEXANDRA VILLEGAS, GARY W., CHINESE FOR AFFIRMATIVE
ACTION, COLLEGE ACCESS PLAN, COLLEGE SEEKERS, COMMUNITY
COALITION, DOLORES HUERTA FOUNDATION, LITTLE MANILA
RISING

WINSTON & STRAWN LLP

By: Katherine Farkas
Katherine Farkas
Attorneys for KAWIKA SMITH, *et al.*

MUNGER, TOLLES & OLSON LLP

By: _____
Bryan H. Heckenlively
Attorneys for Defendant THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By:

Katherine Farkas
Attorneys for KAWIKA SMITH, *et al.*

MUNGER, TOLLES & OLSON LLP

By:



Bryan H. Heckenlively
Attorneys for Defendant THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA