

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims ("Agreement") is entered into by and between Jessie Michael Brown, on the one hand, and Jones County Junior College, the Board of Trustees of Jones County Junior College, Jesse Smith, Mark Easley, Gwen Magee, and Stan Livingston, on the other hand. As used in this Agreement, "College Parties" includes any and all of Jones County Junior College's past, present, and future board members, trustees, administrators, employees, agents, insurers, reinsurers, claims adjusters, and attorneys, specifically including Jesse Smith, Mark Easley, Gwen Magee, and Stan Livingston. "Brown," as used in this Agreement, includes Jessie Michael Brown, himself, heirs, assigns, executors, administrators, agents, attorneys, representatives, and all other persons or entities claiming through Jessie Michael Brown, including Young Americans for Liberty at Jones County Junior College.

WHEREAS, Brown filed a lawsuit styled *J. Michael Brown; Young Americans for Liberty at Jones County Junior College v. Jones County Junior College; Board of Trustees of Jones County Junior College; Jesse Smith, in his individual and official capacities; Mark Easley, in his individual and official capacities; Gwen Magee, in her individual and official capacities; Stan Livingston, in his individual and official capacities*, No. 2:19-cv-127-KS-MTP, in the United States District Court for the Southern District of Mississippi (the "Lawsuit"); The College Parties dispute Brown's claims and allegations in the Lawsuit;

WHEREAS, Brown and the College Parties wish to resolve all matters in dispute between them in a mutually satisfactory manner and to terminate all past and present controversies between them;

WHEREAS, the parties have agreed to settle all claims asserted by Brown, including, but not limited to, any and all claims that were or could have been asserted in the Lawsuit, without admission by either party of the merits of the claims, demands, charges, and/or contentions of the other party; and

WHEREAS, Brown covenants and warrants that he has not assigned, transferred, or subrogated any portion of any claim which he has asserted or could have asserted in the Lawsuit;

WHEREAS, for and in consideration of the promises set forth herein, the adequacy and sufficiency of which are hereby acknowledged, Brown and the College Parties now compromise and settle all claims of Brown as provided in this Agreement. The foregoing recitals are a substantive part of this Agreement.

I. THE COLLEGE PARTIES' CONSIDERATION TO BROWN

(A) In exchange for Brown's promises and obligations under this Agreement, the College Parties agree to pay Brown the gross sum of \$40,000.00 (Forty Thousand Dollars and No Cents) (the "Payment"). Brown acknowledges and agrees that the College Parties have no obligation to provide the Payment set forth in this paragraph except pursuant to this Agreement.

Brown directs the Payment to be paid by check payable to the Foundation for Individual Rights in Education ("FIRE"), a non-profit legal organization that employs Brown's counsel. Upon execution of this Agreement, FIRE will promptly provide the College Parties an IRS Form W-9 or other suitable written communication providing the tax identification number for FIRE. The Payment shall be paid in accordance with Section VII.

(B) The Jones County Junior College Board of Trustees agrees to adopt the "Freedom of Speech and Assembly Policy" attached as Exhibit "A" to this Agreement. The College will post the new policy on its website as soon as practicable after the Board adopts it, in no event later than 30 days after the date of this Agreement. However, nothing in this Agreement restricts the authority of the College Parties to amend any policy or procedure in accordance with future rulings of a state or federal court or governmental agency with jurisdiction over the College or as otherwise permitted or required by law.

(C) The College will replace its prior policy on student assembly with the agreed-upon policy anywhere the old policy exists, including student handbooks, and re-publish all such materials online. Nothing in this Agreement shall prohibit the College from maintaining or preserving copies of its prior policies or procedures for historical, archival, or other lawful purposes or from complying with state records retention laws or open meetings laws.

(D) The College will provide a copy of the new policy to all students via the College's learning management system. The College will publish the new policy to employees through the College's human resources software and require them to read and agree to comply with the new policy.

(E) In the event Brown believes the College Parties have breached any part of this Section I, he shall provide written notice identifying the alleged deficiency to the President of the College at 900 South Court Street, Ellisville, Mississippi 39437, and allow the College Parties 30 business days after receipt of same in which to cure the alleged deficiency before seeking enforcement.

II. BROWN'S CONSIDERATION TO THE COLLEGE PARTIES

For and in consideration of the College Parties' promises in this Agreement, Brown hereby releases and forever discharges any and all claims and causes of action against the College Parties, both past and present, known and unknown, foreseen and unforeseen, arising out of or relating to the Lawsuit and/or occurring on or before the Effective Date of this Agreement. Brown's compromise, waiver, and release includes, but is not limited to, the following:

(A) All claims accruing prior to the Effective Date (a) arising under any state, federal, or local Constitution, statute, ordinance, regulation, or rule, including, but not limited to, the United States Constitution, 42 U.S.C. § 1983, and the Mississippi Constitution; (b) arising from or relating to any administrative proceeding, charge, complaint, or petition before any other governmental agency; (c) for discrimination, retaliation, or harassment; (d) for equitable, declaratory, or injunctive relief; (e) arising or flowing from Brown's participation in the Lawsuit;

and (f) for any common law cause of action, whether sounding in tort or contract, including, without limitation, defamation and intentional infliction of emotional distress.

(B) This release includes all claims for past or future damages for physical or mental injury, pain and suffering, damage to reputation, liquidated damages, punitive damages, compensatory damages, out-of-pocket expenses, attorney's fees or costs, interest, and any other injury, loss, damage or expense or any other legal or equitable remedy of any kind whatsoever.

Dismissal of Lawsuit With Prejudice: Brown acknowledges that the Payment in Section I of this Agreement is being provided by the College Parties in exchange for Brown's acceptance and signing of this Agreement and for Brown's agreement to sign the Agreed Order of Dismissal with Prejudice attached as Exhibit "B" in accordance with Section VII of this Agreement. Brown agrees to dismiss with prejudice all claims asserted in the Lawsuit or that could have been asserted in the Lawsuit.

III. NO PENDING LITIGATION

Brown promises not to sue or file any claim in any state or federal forum that relates to the claims released in Section II of this Agreement. Brown further agrees that, in any action prosecuted by any other person or entity that arises out of the released claims, he cannot recover and will not accept compensation or damages.

Brown further represents and confirms that, as of the date of his execution (signing) of this Agreement, other than the Lawsuit, he has not filed or otherwise initiated any lawsuit, complaint, charge, appeal, or other proceeding against any of the College Parties in any local, state, or federal court or with any other governmental agency based upon events occurring prior to the date of this Agreement. To the extent permitted by law, Brown expressly waives any right to damages awarded by any governmental agency or court relating to any claims that are released by this Agreement.

IV. NO ADMISSION OF LIABILITY

Brown and the College Parties agree and acknowledge that nothing contained in this Agreement constitutes an admission of wrongdoing by any party. Brown understands and acknowledges that the College Parties expressly denies wrongdoing or liability.

V. INDEMNIFICATION AND TREATMENT FOR PURPOSES OF TAXATION

Brown agrees to DEFEND, INDEMNIFY, and HOLD HARMLESS the College Parties against any and all losses, costs, damages, liabilities, and expenses, including the costs of investigation and defense of legal actions and attorneys' fees, arising out of, resulting from, or in any way related to any future assertions by Brown, or any person or entity claiming by or through Brown, of any claim encompassed within the release provision of Section II of this Agreement, upon a judicial determination that the claim was in fact encompassed within the Section II.

Brown agrees and understands that the College Parties have made no representations or guarantees regarding the proper tax treatment of the Payment set forth in Section I. Brown assumes full and sole responsibility to any federal, state, or local taxing authority for any tax consequences, including interest, penalties, damages, or expenses, regarding income or other taxes arising out of the Payment. Brown agrees and understands that the treatment of payments under this Agreement by governmental taxing authorities has no bearing on the validity of this Agreement.

VI. COOPERATION OF THE PARTIES

Brown and the College Parties agree to cooperate fully, to execute any documents necessary to effectuate this Agreement, and to take all additional actions that reasonably may be necessary or appropriate to give force and effect to the terms and intent of this Agreement and which are not inconsistent with its terms. Each party shall bear his, her, or its own attorneys' fees, costs, and expenses arising from the negotiation, preparation, and implementation of this Settlement Agreement.

VII. EFFECTIVE DATE OF AGREEMENT AND TIME FOR PAYMENT

This Agreement shall be effective after it is signed by all parties ("Effective Date"). The College Parties or their agent or insurer shall mail the Payment described in Section I within five business days after the latter of the following events: (i) Brown's signing and returning this Agreement to Brown's legal counsel and (ii) approval by the College Board of Trustees of this Agreement. Brown shall sign and return the Agreed Order of Dismissal with Prejudice within five business days of the adoption of the updated "Freedom of Speech and Assembly Policy" as outlined above.

VIII. MISCELLANEOUS

(A) Any dispute related to the meaning or enforcement of this Agreement shall be brought in the U.S. District Court for the Southern District of Mississippi. Mississippi law shall govern the validity and interpretation of this Agreement insofar as federal law does not control. If the U.S. District Court for the Southern District of Mississippi declines to exercise jurisdiction of any such dispute, the parties agree that the dispute will be brought in a court of competent jurisdiction in Jones County, Mississippi.

(B) The parties agree that this Agreement is intended to settle and release any and all of Brown's claims for attorneys' fees and/or costs and, in fact, settles and releases all such claims in the Lawsuit. Brown understands and agrees that the College Parties are not responsible for ensuring that his attorneys receive any agreed-upon amount of the Payment as attorney fees, and Brown agrees to defend, indemnify, and hold harmless the College Parties against any and all claims, demands, lawsuits, or other proceedings of any kind seeking payment of fees by Brown's counsel for legal work done in furtherance of any claim released in Section II above.

(C) This Agreement contains the entire understanding between Brown and the College Parties. This Agreement supersedes any prior written or oral agreements. This

Agreement shall not be modified, amended, or terminated unless such modification, amendment, or termination is executed in writing by Brown and the President of the College after receiving all necessary approvals for such amendment. No representations, warranties, recitals, covenants, or statements of intention have been made by, or on behalf of, any party hereto which is not embodied in this Settlement Agreement, and no party hereto shall be bound by, or liable for, any alleged representation, warranty, recital, covenant, or statement of intention not so set forth.

(D) All the terms, provisions, conditions, covenants, warranties, recitals, and statements of intention in this Settlement Agreement shall be binding upon, inure to the benefit of, and be enforceable by Brown and the College Parties.

(E) If any single paragraph or clause of this Agreement should be found unenforceable, invalid, or illegal, it shall be severed and the remaining paragraphs and clauses shall be enforced in accordance with the intent of this Agreement.

(F) Nothing in this Agreement prohibits either party from complying with any state or federal law.

(G) A copy of this Agreement and Release may be executed in duplicate originals. Any required signatures or acknowledgements communicated by facsimile transmission or PDF (portable document format) are as effective as the originals thereof.

(H) Brown hereby represents and certifies that he has entered into this Agreement knowingly and voluntarily. Brown certifies that he (i) has carefully read all of this Agreement and understands its provisions; (ii) has been advised to consult with an attorney of his choice before signing this Agreement and in fact has had an opportunity to consult with legal counsel; (iii) has not been influenced to sign this Agreement by any statement or representation by any member of the College Parties or their attorneys that is not contained in this written Agreement; and (iv) has been given a reasonable amount of time to review this Agreement and to decide whether to sign it.

ACCEPTED and AGREED TO on the date stated below:

J. MICHAEL BROWN

Jessie Michael Brown
Date: 11/5/20

**YOUNG AMERICANS FOR LIBERTY
AT JONES COUNTY JUNIOR
COLLEGE**

Jessie Michael Brown
By: J. Michael Brown
Date: 11/5/20

JONES COUNTY JUNIOR COLLEGE

Jesse (J.R.) Smith
By: Jesse (J.R.) Smith
Its: President
Date: 11/13/2020

BOARD OF TRUSTEES OF JONES
COUNTY JUNIOR COLLEGE

G. David Garner
By: G. David Garner
Its: Chairman
Date: 11-17-20

JESSE SMITH

Jesse (J.R.) Smith
Date: 11/13/2020

MARK EASLEY

Mark J Easley
Date: 11-16-2020

GWEN MAGEE

Gwen Magee
Date: 11-16-20

STAN LIVINGSTON

Stan Livingston
Date: 11-16-20