

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON**

STUART REGES,

Plaintiff,

v.

ROBERT J. JONES, in his
official capacity as President of the University
of Washington; MAGDALENA
BALAZINSKA, in her official and individual
capacities as Director of the Paul G. Allen
School of Computer Science and Engineering;
DANIEL GROSSMAN, in his official and
individual capacities as Vice Director of the
Paul G. Allen School of Computer Science
and Engineering; and NANCY
ALLBRITTON, in her official and individual
capacities as Dean of the College of
Engineering,

Defendants.

Case No.: 2:22-cv-00964-JHC
Hon. John H. Chun

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (Agreement) is entered into by and between Stuart Reges, on the one hand, and Robert J. Jones, in his official capacity as the President of the University of Washington, and Nancy Allbritton, Magdalena Balazinska, and Daniel Grossman, in their official and individual capacities, on the other hand.

DEFINITIONS

As used in this Agreement:

(1) "Defendants" includes Robert J. Jones, any and all of the University of Washington's past, present, and future presidents, departments, administrators, employees, agents, insurers, reinsurers, claims adjusters, and attorneys; Nancy Allbritton, herself, heirs, assigns, executors, administrators, agents, attorneys, representatives, and all other persons or entities claiming through Nancy Allbritton; Magdalena Balazinska, herself, heirs, assigns, executors, administrators, agents, attorneys, representatives, and all other persons or entities claiming through Magdalena

Balazinska; and Daniel Grossman, himself, heirs, assigns, executors, administrators, agents, attorneys, representatives, and all other persons or entities claiming through Daniel Grossman.

(2) “Plaintiff” includes Stuart Reges, himself, heirs, assigns, executors, administrators, agents, attorneys, representatives, and all other persons or entities claiming through Stuart Reges.

RECITALS

WHEREAS, Plaintiff filed a lawsuit against Defendants in United States District Court for the Western District of Washington, captioned *Stuart Reges v. Ana Mari Cauce, et al.*, Case No. 2:22-cv-00964-JHC (the “Lawsuit”);

WHEREAS, the Lawsuit alleges that Defendants violated the First and Fourteenth Amendments to the United States Constitution by removing a parody land acknowledgment statement from Plaintiff’s syllabus; creating competing or “shadow” sections of his courses; subjecting him to a disciplinary investigation; and withholding during the pendency of that investigation a merit pay increase to which he was otherwise entitled;

WHEREAS, the Lawsuit further alleges that Defendants violated the First and Fourteenth Amendments to the United States Constitution by maintaining University of Washington Executive Order 31, an antiharassment and antidiscrimination policy that, according to the Lawsuit, purported to apply to any university member’s speech or conduct regardless of whether that speech or conduct met the legal definitions of harassment or discrimination, in the sole determination of university administrators;

WHEREAS, the United States Court of Appeals for the Ninth Circuit directed the District Court in *Reges v. Cauce*, 175 F.4th 1014 (9th Cir. 2026), to enter summary judgment on behalf of Plaintiff on his First Amendment retaliation and viewpoint discrimination claims and remanded the case to the District Court for further proceedings to determine Plaintiff’s remedies;

WHEREAS, the United States Court of Appeals for the Ninth Circuit in *Reges v. Cauce*, 175 F.4th 1014 (9th Cir. 2026), reversed the District Court’s dismissal of Plaintiff’s overbreadth and vagueness claims challenging the facial constitutionality of University of Washington Executive Order 31;

WHEREAS, during the pendency of the appeal in this Lawsuit, the University of Washington rescinded and replaced Executive Order 31;

WHEREAS, Plaintiff and Defendants wish to resolve all disputes and claims raised in the Lawsuit;

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

WHEREAS, for and in consideration of the promises set forth herein, the adequacy and sufficiency of which are hereby acknowledged, Plaintiff and Defendants now compromise and settle the Lawsuit under the terms provided in this Agreement.

I. CONSIDERATION AND RELEASE OF CLAIMS

(A) **No Further Adverse Action:** For and in consideration of Plaintiff's promises and obligations under this Agreement, Defendants agree not to remove from Plaintiff's current and future syllabi, in perpetuity, his parody land acknowledgment statement "I acknowledge that by the labor theory of property the Coast Salish people can claim historical ownership of almost none of the land currently occupied by the University of Washington" (the "LAS"), and Defendants agree not to take further adverse employment action against Plaintiff, including but not limited to pursuing any investigation, creating competing or "shadow" sections of his courses, or withholding future salary increases, because of the LAS or because of others' complaints about the LAS.

(B) **Damages and Attorneys' Fees:** For and in consideration of Plaintiffs' promises and obligations under this Agreement, Defendants agree to pay the gross sum of \$600,000.00 (Six-Hundred Thousand Dollars and No Cents) (the "Payment"), which shall be paid by check payable to the Foundation for Individual Rights and Expression ("FIRE"), a nonprofit corporation with which Plaintiff's counsel of record are employed, in satisfaction of damages, attorneys' fees, and litigation costs, provided that no part of the damages is for lost wages. Upon execution of this Agreement, FIRE will promptly provide Defendants an IRS Form W-9 or other suitable written communication providing the tax identification number for FIRE. The Payment shall be made in accordance with Section V of this Agreement.

(C) **Dismissal of the Lawsuit:** For and in consideration of Defendants' promises and obligations under this Agreement, Plaintiff agrees to dismiss with prejudice all claims asserted in the Lawsuit or that could have been asserted in the Lawsuit in accordance with the process set forth in Section V.

(D) **Release by Plaintiff:** For and in consideration of Defendants' promises and obligations under this Agreement, Plaintiff hereby releases and forever discharges any and all claims and causes of action against the Defendants, both past and present, known and unknown, foreseen and unforeseen, arising out of or relating to the Lawsuit and occurring on or before the Effective Date of this Agreement. Without limiting the generality of the foregoing, this release specifically covers any and all claims under the Public Records Act for public records requests made prior to the Effective Date of this Agreement.

(E) **Release by Defendants:** For and in consideration of Plaintiff's promises and obligations under this Agreement, Defendants hereby release and forever discharge any and all claims and causes of action against the Plaintiff, both past and present, known and unknown, foreseen and unforeseen, arising out of or relating to the Lawsuit and occurring on or before the Effective Date of this Agreement.

II. NO PENDING LITIGATION

Plaintiff represents and confirms that, as of the date of his execution of this Agreement, other than the Lawsuit, he has not filed or otherwise initiated any lawsuit, complaint, charge, appeal, or other proceeding against Defendants 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, Plaintiff expressly waives any right to damages awarded by any governmental agency or court relating to any claims that are released by this Agreement.

III. TREATMENT FOR PURPOSES OF TAXATION

Plaintiff agrees and understands that Defendants have made no representations or guarantees regarding the proper tax treatment of the Payment set forth in Section I.B. Plaintiff 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. Plaintiff agrees and understands that the treatment of payments under this Agreement by governmental taxing authorities has no bearing on the validity of this Agreement.

IV. COOPERATION OF THE PARTIES

(A) Plaintiff and Defendants agree to cooperate fully, to execute any documents necessary to effectuate this Agreement, and to take such 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 Agreement, other than any fees or costs necessary to enforce this Agreement.

(B) Plaintiff and Defendants represent and certify that they each have full authority to sign this Agreement, and that no further approvals or consents by any other persons or entities are necessary for Plaintiff and Defendants to enter this Agreement and fulfill the conditions herein.

V. EFFECTIVE DATE OF AGREEMENT AND TIME FOR PAYMENT

This Agreement shall be effective after it is signed by all parties ("Effective Date").

(A) Within thirty (30) calendar days after the Effective Date or after Defendants' receipt of the IRS Form W-9 described in Section I.B. (whichever is later), Defendants or their agent or insurer shall mail, via overnight Federal Express with tracking information provided to Plaintiffs' counsel, the Payment described in Section I.B. to:

Jeff Zeman
Foundation for Individual Rights and Expression (FIRE)
510 Walnut Street, Ste. 900
Philadelphia, PA 19106

(B) Within three (3) business days after Plaintiff's counsel receives the Payment described in Section I.B., Plaintiffs shall file the Agreed Stipulation of Dismissal with Prejudice described in Section I.C.

VI. MISCELLANEOUS

(A) Any dispute related to the meaning or enforcement of this Agreement shall be brought in the U.S. District Court for the Western District of Washington. Washington 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 Western District of Washington declines to exercise jurisdiction of any such dispute, the parties agree that the dispute will be brought in the King County Superior Court, Washington. If any action at law or in equity is necessary to enforce the promises in this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs necessary to bring such action.

(B) This Agreement contains the entire understanding between Plaintiff and Defendants. 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 Plaintiff, on the one hand, and an authorized agent for Defendants on the other. No representations, warranties, recitals, covenants, or statements of intention have been made by, or on behalf of, any party hereto which are not embodied in this 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.

(C) All the terms, provisions, conditions, covenants, warranties, recitals, and statements of intention in this Agreement shall be binding upon, inure to the benefit of, and be enforceable by Plaintiff and Defendants.

(D) Other than Section I.A., Section I.B., and/or Section I.C., 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. If Section I.A. and/or Section I.B. is found unenforceable, invalid, or illegal, this Agreement shall become void.

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

(F) Any headings or subheadings used herein are for reference purposes only and do not affect the substantive provisions of the Agreement.

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

(H) Plaintiff hereby represents and certifies that he has entered into this Agreement knowingly and voluntarily. Plaintiff certifies that he (i) has carefully read all of this Agreement and understand 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 Defendants 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.

(I) Defendants hereby represent and certify that they have entered into this Agreement knowingly and voluntarily. Defendants certify that they (i) have carefully read all of this Agreement and understand its provisions; (ii) have been advised to consult with an attorney of their choice before signing this Agreement and in fact have had an opportunity to consult with legal counsel; (iii) have not been influenced to sign this Agreement by any statement or representation by Plaintiffs or their attorneys that is not contained in this written Agreement; and (iv) have been given a reasonable amount of time to review this Agreement and to decide whether to sign it.

(J) Neither party, by entering into this Agreement, admits the validity of any claim or defense in the Lawsuit.

ACCEPTED and AGREED TO on the date stated below:

STUART REGES

Signed by:

DE4B4037F1A2430...

8/18/2026

Date

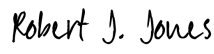
NANCY ALLBRITTON



8/11/2026

Date

ROBERT J. JONES (Or Designee)



8/17/2026

Date

MAGDALENA BALAZINSKA



8/12/2026

Date

DANIEL GROSSMAN

Dan Grossman

8/11/2026

Date