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SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE (“Agreement”) is entered into as of the Effective Date (as defined below) between the Louis D. Brandeis Center, Inc. d/b/a The Louis D. Brandeis Center for Human Rights Under Law (“Brandeis Center”) and Jewish Americans for Fairness in Education (“JAFE”) (collectively, “Plaintiffs”), and The Regents of the University of California (“Defendant”). Plaintiffs and Defendant shall be referred to throughout this Agreement, and not for any other purpose, collectively as “Parties” and individually as “Party.”

RECITALS

WHEREAS, on November 28, 2023, Plaintiffs filed a Complaint in the United States District Court for the Northern District of California captioned *The Louis D. Brandeis Center, Inc. et al. v. Regents of the University of California et al.*, No. 3:23-cv-06133-JD (N.D. Cal.) (the “Litigation”);

WHEREAS, in their Amended Complaint filed on May 3, 2024, Plaintiffs assert violations under the Constitution of the United States and under Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d *et seq.*, among other claims;

WHEREAS, on March 31, 2025, the Court granted in part and denied in part Defendants’ motion to dismiss the Amended Complaint;

WHEREAS, Defendant denies all liability and wrongdoing alleged in the Litigation, but in order to avoid the risks and uncertainty of further litigation, the Parties intend to fully, finally, permanently, and irrevocably resolve the Litigation between them and to settle all claims by Plaintiffs that are related to, arise from, or are in any way connected to the allegations in the Amended Complaint or similar allegations of Title VI or constitutional violations relating to discrimination or harassment on the basis of Jewish religion, shared ancestry, shared ethnicity, and/or Israeli national origin (“Jewish or Israeli Protected Categories”) based on events occurring prior to the Effective Date;

WHEREAS, the Parties expressly agree that the University of California at Berkeley (“UC Berkeley”) has taken important measures in improving the climate for Jewish and Israeli students on its campus since this litigation was filed, and that this agreement is intended to continue and build upon those measures.

In consideration of the promises and mutual covenants set forth in the Terms, the adequacy of which is hereby acknowledged by all Parties to this Agreement, the Parties agree as follows:

TERMS:

1. **Effective Date.** The “Effective Date” of this Agreement means the earliest date upon which all Parties have signed this Agreement or identical counterparts thereof.
2. **No Liability.** By entering into this Agreement, Defendant shall not be deemed or construed to have admitted to any liability for the allegations in the Litigation. This Agreement, any

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act contemplated herein, or any previously or subsequently executed term sheet or agreement shall not be construed as an admission of any liability as to any person, government, or party and shall not be admissible in any proceeding as evidence of liability.

3. Release.

Plaintiffs, on behalf of themselves, their partners, representatives, agents, employees, successors, affiliates, heirs, assigns, and all other representatives (collectively, “Plaintiff Releasers”), hereby fully and finally waive, release, relinquish, and forever discharge any and all claims, demands, actions, suits, causes of action, obligations, damages, rights, or liabilities of any nature, kind, or description whatsoever, regardless of forum or the legal or equitable theory, that Plaintiff Releasers have or may have against Defendant or any Released Party (as defined below) as of the Effective Date that relate to, arise out of, or are in any way connected to the allegations in the Amended Complaint and the Litigation (the “Plaintiff Released Claims”). Plaintiff Released Claims include: all assigned and derivative claims, whether known or unknown, asserted or unasserted, foreseen or unforeseen, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, apparent or unapparent, pursuant to any theory of recovery, including whether based in tort, contract, constitution, statute, common law, public policy, or other legal theory, specifically including but not limited to any claim for injunctive relief or for fees or costs of any kind. Plaintiff Released Claims do not include claims arising from the obligations of this Agreement. This Release shall extend worldwide to all courts, tribunals, and judicial and/or adjudicatory bodies, regardless of forum. For the avoidance of doubt, Plaintiff Released Claims do not include claims arising from events post-dating the Effective Date, regardless of any potential relationship to the claims asserted in the Litigation. Plaintiff Released Claims include representational or associational claims that Plaintiff Releasers have or may have against Defendant or any Released Party on behalf of any of the Brandeis Center’s or JAFE’s members as of the Effective Date. However, for the avoidance of doubt, Plaintiff Released Claims do not include claims that Brandeis Center’s or JAFE’s members may have in their individual capacities against Defendant, but this Agreement does not waive, forfeit, resolve, or otherwise affect any existing defenses that Defendant or any Released Party may have against such individual claims.

The Parties agree that this Release is effective against Defendant and its current and former representatives, officers, employees, faculty, fellows, agents, independent contractors, members of its governing boards, attorneys, insurers, heirs, successors, and assigns (collectively, the “Released Parties” and each a “Released Party”). For avoidance of doubt, the Released Parties include James B. Milliken, Michael V. Drake, Carol T. Christ, Richard Lyons, and Benjamin Hermalin each in both their official and individual capacities. The Parties acknowledge that the Released Parties are the intended beneficiaries of this Release. For the avoidance of doubt, nothing contained in this Agreement shall constitute a release of any Party’s claims, rights or causes of action against its insurers, reinsurers, or insurance brokers.

The Parties agree that this Agreement is a full, fair, and final accord and satisfaction and release of the Plaintiff Released Claims. With respect to the Plaintiff Released Claims, each Party expressly and voluntarily waives and relinquishes all rights and benefits under any

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statutory or non-statutory law of any jurisdiction providing that a general release does not extend to claims that the Party does not know or suspect to exist in its favor at the time of executing the release, which if known by it must have materially affected its settlement. Each Party has had the opportunity to consult with and be advised by counsel regarding the meaning and effect of this release. Each Party acknowledges that this Agreement has been negotiated, drafted, and executed with the knowledge that unknown or unsuspected claims may exist and that all such claims are released and waived.

4. Unknown or Different Facts or Law. The Parties acknowledge that they may discover facts or law different from, or in addition to, the facts or law the Parties know or believe to exist with respect to a Plaintiff Released Claim. The Parties 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.
5. California Civil Code Section 1542 Waiver. The Parties 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.

The Parties 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. The Parties waive any benefits and rights granted to them pursuant to Civil Code section 1542.

6. The Applicability of California Public Records Act. The Parties acknowledge that the Defendant is subject to the California Public Records Act (“CPRA”) and that this Agreement and other documents, or portions thereof, underlying the Litigation may constitute public records of a type that is generally required to be disclosed upon request, to the extent such disclosure is also consistent with the University’s obligations under the law.
7. Covenant Not to Sue. Each Plaintiff represents, covenants, and warrants that it shall not threaten, commence, file, initiate, institute, cause, or prosecute any action or proceeding arising out of or relating to the Plaintiff Released Claims. Notwithstanding the above, this covenant does not extend to any action or proceeding arising out of or relating to a breach of this Agreement. This covenant is perpetual and binds the Parties’ respective successors and assigns.
8. Motion for Dismissal by Court Order. Within 7 (seven) calendar days of the Effective Date, the Parties will file either (i) a stipulation of dismissal with prejudice under Rule 41(a)(1)(A)(ii), in a form mutually agreed upon and authorized by the Parties; or (ii) a Rule 41(a)(2) motion for dismissal in the Litigation mutually agreed upon and authorized by the

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Parties, if necessary, specifying that the dismissal shall be with prejudice. The Parties hereby agree that the dismissal is not appealable and that each Party shall bear its own costs of suit, expenses, and attorneys' fees, except as expressly provided for in Term 25 below.

9. Timing. Unless otherwise indicated in this Agreement, any action to be taken in the future shall be taken no later than 90 days after the execution of the Agreement and any ongoing commitment shall extend for no less than five years from the date of the Agreement.
10. Departments. To the extent that the Agreement refers to Office for the Prevention of Harassment & Discrimination ("OPHD") or Center for Student Conduct ("CSC"), it presumes that the responsibilities of OPHD and CSC in connection with complaints related to Prohibited Discrimination Based on Jewish and/or Israeli Protected Categories will be retained by those departments. To the extent that those responsibilities are transferred to another department, the obligations set forth in this Agreement as to OPHD and CSC will also transfer to the transferee departments.
11. Students. To the extent that the Agreement refers to students, it is intended to refer to all UC Berkeley students, including full-time and part-time undergraduate students and graduate students (including professional school students), unless otherwise specified.
12. Interpretation of Actions. UC Berkeley is already taking many of the actions that it commits to below. The inclusion of a term in the Agreement shall not be interpreted to mean that UC Berkeley is not already taking the action listed in the term.
13. No Violation of Law. Nothing in the Agreement shall be construed as requiring UC Berkeley to violate federal or state law.
14. Prohibited Discrimination Based on Jewish and/or Israeli Protected Categories.
 - a. UC Berkeley prohibits discrimination and harassment based on national origin or religion, including discrimination based on an individual's actual or perceived religion, shared ancestry, shared ethnicity, and/or national or ethnic origin (e.g., Jewish or Israeli), all of which are deemed to be "protected categories" for purposes of this agreement. Consistent with longstanding guidance from the Department of Education's Office for Civil Rights, UC Berkeley considers the International Holocaust Remembrance Alliance ("IHRA") definition of antisemitism including its contemporary examples, whenever investigating or assessing claims of discrimination or harassment against Jews or Israeli individuals. In all cases, the relevant investigative question is whether there has been discrimination or harassment in violation of UC Berkeley policies on the basis of a protected category or retaliation in response to a complaint of discrimination or harassment based on a protected category including, without limitation, Jewish persons.
 - b. UC Berkeley shall update OPHD's web page to indicate that UC Berkeley considers the IHRA Definition of antisemitism including its contemporary examples when evaluating allegations of discrimination and harassment against Jews and Israelis on the basis of Jewish religion, shared ancestry, shared ethnicity,

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and/or Israeli national origin, and to otherwise ensure that OPHD's web page is consistent with Term 14(a) above:

15. Clarifying What Constitutes Discrimination or Harassment on the Basis of Jewish Religion, Shared Ancestry, Shared Ethnicity, or Israeli National Origin. UC Berkeley shall clarify via a public statement, including but not limited to an FAQ on the OPHD website, that bans on Zionists have historically been used by some individuals and institutions as a pretext for excluding Jews and that such pretextual, exclusionary bans can violate University rules. UC Berkeley shall state that such behavior can violate applicable policy, as can other forms of discrimination or harassment on the basis of Jewish religion, shared ancestry, shared ethnicity, and/or Israeli national origin. In the event of a complaint of discriminatory treatment against Zionists, OPHD will rigorously evaluate and document whether Zionism or the term "Zionists" was used as a proxy for protected characteristics.

The text of the FAQ on the OPHD website shall include the following:

The following FAQs address how UC Berkeley's Office for Prevention of Harassment and Discrimination (OPHD) evaluates and investigates allegations of harassment or discrimination "based on" or "because of" an individual's Zionism.

A. What is UC Berkeley's Policy regarding harassment and discrimination?

The University of California maintains a systemwide Anti-Discrimination Policy. That Policy defines both Harassment and Discrimination as Prohibited Conduct. The definition of Harassment requires the conduct in question be "based on an individual's or group's actual or perceived Protected Category." § II.A.1. Similarly, Discrimination must involve an action taken "because of an individual's actual or perceived Protected Category." § II.A.2. Protected Category includes religion (e.g., Jewish), citizenship, ancestry, national or ethnic origin (e.g., Israeli).

B. Is Zionism a Protected Category under the Anti-Discrimination Policy?

No, but for many Jewish people, Zionism is an integral part of their identity and their ethnic and ancestral heritage. While not all Zionists are Jews and not all Jews are Zionists, discrimination or harassment of Zionists has at times throughout history been used as a pretext to discriminate against or harass Jews. Using Zionism as a pretext for Discrimination or Harassment "based on" or "because of" Jewish religion, shared ancestry, ethnicity, or national origin would violate the Anti-Discrimination Policy if it otherwise meets the requirements of the policy. When OPHD receives complaints of Discrimination or Harassment "based on" or "because of" Zionism, OPHD will assess whether the invocation of "Zionism" is pretextual.

C. What are Some Indications of Harassment or Discrimination "based on" or "because of" an individual's Zionism is a pretext for Harassment or Discrimination "based on" or "because of" their religion, citizenship, ancestry, national or ethnic origin?

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Like all assessments of pretext, whether a particular invocation of Zionism is pretextual is context-specific. However, there are some factors that are suggestive of pretext. For example, where someone has previously conflated Jews and Zionists, that might suggest that later Harassment or Discrimination against Zionists is pretextual. By the same token, use of tropes, slogans, or stereotypes that are understood to relate to Jews in connection with Harassment or Discrimination do not cease to be “based on” or “because of” someone’s Jewish identity simply because the word “Zionist” has replaced the word “Jew.”

Consistent with longstanding guidance from the U.S. Department of Education’s Office for Civil Rights, OPHD considers the International Holocaust Remembrance Alliance’s definition of antisemitism including its contemporary examples, whenever investigating or assessing claims of Discrimination or Harassment against Jews or Israelis—including in instances where Zionism is alleged to be a pretext.

Please note that this FAQ is intended to provide guidance on the application of the Anti-Discrimination Policy. The FAQ is not an official policy, but UCB considers the FAQ to be consistent with the Anti-Discrimination Policy. In the event of any conflict between this FAQ and the Anti-Discrimination Policy, the Anti-Discrimination Policy controls.

16. Bylaws.

- a. Bylaws and constitutions of registered student organizations at UC Berkeley (“RSOs”) that are the subject of the Amended Complaint ¶¶ 118–137 must be rescinded and may be replaced only by bylaws and constitutions consistent with paragraphs (b) and (c) below.
- b. RSO bylaws and constitutions at UC Berkeley School of Law may not include prohibitions on speakers. RSOs also may not limit officers, board members, or speakers based on a category that is protected under federal or state law. This does not limit the discretion of RSOs to determine which speakers to invite or the content of and positions taken in any speech sponsored by the RSO. This also does not limit the discretion of an RSO to express its views on any position taken by a speaker or on any membership or affiliation of a speaker.
- c. RSOs, journals, and clinics may not discriminate based on any protected category.
- d. UC Berkeley School of Law will not award academic credit to students for participating in any journal, clinic, or RSO that adopts viewpoint-based organizing principles and practices that have no pedagogical relationship to the academic focus of the journal, clinic, or RSO.

17. Continuing Commitment to Combating Prohibited Discrimination Based on Jewish and/or Israeli Protected Categories.

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- a. UC Berkeley shall reiterate annually in a written communication to all UC Berkeley faculty, staff, and students that discrimination or harassment on the basis of Jewish religion, shared ancestry, shared ethnicity, and/or Israeli national origin will not be tolerated at UC Berkeley; such written communication shall include a link to the OPHD website.
- b. UC Berkeley shall maintain and fund the position of Program Director for the Antisemitism Education Initiative. That Initiative has existed since 2019 and that position is currently held by Dr. Gregg Drinkwater. This position is and will be tasked with developing proactive strategies to combat prohibited harassment against Jews and Israelis on campus.
- c. UC Berkeley shall maintain the Chancellor's Advisory Committee on Jewish Life and Campus Climate. That Committee has existed since 2015 and is currently chaired by Professor Ethan Katz. UC Berkeley shall create and maintain a website that provides updates and information for the community regarding this Committee's work. UC Berkeley will consult regularly with said Committee regarding the implementation of the commitments set forth in this agreement, including the commitments set forth in Term 19. UC Berkeley shall provide the Advisory Committee copies of the reports referenced in Parts 19(c) and 19(i).
- d. The Chancellor's Advisory Committee on Jewish Life shall review the impact of UC Berkeley's educational offerings relating to Jewish history on its Jewish and Israeli students. The Committee shall produce a public written report with any recommendations to changes in leadership and curriculum relating to UC Berkeley's educational offerings relating to Jews and Jewish history. UC Berkeley shall provide the Committee with such resources as are necessary to perform this function.
- e. If OPHD receives complaints about Prohibited Discrimination Based on Jewish and/or Israeli Protected Categories relating solely to an academic course, the office of the Executive Vice Chancellor and Provost shall inform the Advisory Committee of the complaint and how the campus responded to the complaint. To the extent required by policy, personally identifying information of the complainant will not be included in the report.
- f. UC Berkeley shall publicize to students that they may make inquiries to the Advisory Committee regarding the impacts of UC Berkeley's course offerings relating to Jews and Jewish history.
- g. UC Berkeley currently employs a Student Ombudsperson within Student Affairs. That person provides confidential and holistic assistance and support for campus-related conflicts and concerns. UC Berkeley will maintain this position and ensure that the Student Ombudsperson and any staff that report to them receive the training described in Term 18(d) below.

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- c. UC Berkeley shall provide annual religion, shared ancestry, shared ethnicity, and national origin discrimination training for all resident life assistants and staff, including examples of discrimination and harassment against Jews and Israelis that would violate UC Berkeley's policies. The training shall include present-day or recent examples of the type of impermissible harassment and discrimination based on Jewish religion and shared ethnicity/ancestry experienced by Jewish students at universities. The training shall be mandatory and a prerequisite for serving as a resident life assistant or staff member.
 - d. Within the next two years, all current OPHD and CSC staff will participate at least once in training focused on recognizing and combating antisemitism and the IHRA Definition of antisemitism including its contemporary examples provided by Brandeis University's President's Initiative to Counter Antisemitism, the cost of which shall be covered by UC Berkeley. The training required by this subsection shall not exceed one business day. The training may occur in the Berkeley area if the cost of travel is covered by UC Berkeley. The training shall be mandatory.
 - e. UC Berkeley shall provide annual training based on religion, shared ancestry, shared ethnicity, and national origin discrimination for all UC Berkeley faculty (including visitors, lecturers, and graduate student teaching assistants). UC Berkeley shall include training on prohibitions on discrimination and harassment of Jews and Israelis and include present-day or recent examples of the type experienced by Jewish students at universities. The training shall be mandatory.
19. Discipline. UC Berkeley shall recommit to enforcing disciplinary policies, including policies with respect to RSOs.
- a. UC Berkeley agrees that one of OPHD's core responsibilities shall continue to be to ensure that the University responds adequately and consistently to allegations of discrimination and harassment based on all protected traits, including allegations of discrimination or harassment on the basis of Jewish religion, shared ancestry, shared ethnicity, and/or Israeli national origin. UC Berkeley shall hire (or designate someone within OPHD) as its Title VI officer. The Title VI officer shall be tasked with recommending policy updates relating to Title VI, coordinating the investigation of Title VI allegations, working to ensure consistent enforcement of University policies, and ensuring complainants and those accused of misconduct are appropriately supported without double standards. UC Berkeley shall employ at least one OPHD staff person with experience dealing with complaints of discrimination and harassment based on Jewish religion, shared ancestry, shared ethnicity, and/or Israeli national origin who will handle or supervise complaints of discrimination and harassment based on Jewish religion, shared ancestry, shared ethnicity, and/or Israeli national origin. In lieu of experience, OPHD may staff or supervise the staffing of such complaints with a person who has completed the training described in Term 18(d).
 - b. In any investigations of complaints of discrimination or harassment based on Jewish religion, shared ancestry, shared ethnicity, and/or Israeli national origin,

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investigators' reports will include reference to the applicability of the IHRA Definition, including its contemporary examples.

- c. OPHD shall prepare an annual written report concerning UC Berkeley's response to discrimination or harassment. The report shall provide aggregate data regarding: (i) the number of complaints received; (ii) number of completed investigations; (iii) number of findings of impermissible discrimination or harassment; and (iv) number of referrals to the CSC for further proceedings. The aggregate data shall provide, to the maximum extent permissible consistent with compliance with FERPA, a breakdown from which it is possible to identify complaints of discrimination or harassment of Jewish and/or Israeli students and to compare the resolution of said complaints to the resolutions of complaints raising allegations of other forms of discrimination, including decisions not to investigate. UC Berkeley shall provide a copy of the annual OPHD report to Plaintiffs within 30 days of the completion of the report.
- d. UC Berkeley shall maintain staff sufficient to respond to complaints in a timely manner. All complaints shall be responded to in a timely fashion, which will typically mean that an intake interview is scheduled with the complainant within one month of receiving the complaint, unless the complainant does not respond after reasonable efforts to contact complainant or unless complainant otherwise declines to cooperate.
- e. UC Berkeley shall assess each complaint as set forth in the systemwide Anti-Discrimination Policy (See Term 15). Where a complainant does not respond or declines to cooperate in an investigation after a reasonable period of time, OPHD may close the case; provided, however, OPHD shall not close the investigation if it has sufficient information to continue to investigate the alleged harassment or otherwise determines it is appropriate under the circumstances to either continue the investigation or open an "other inquiry."
- f. UC Berkeley's Title VI officer shall ensure that Title VI and University policies will be enforced equally, applying a single standard for all students, including Jewish and Israeli students. Additionally, to promote consistency in UC Berkeley's response to allegations of discrimination based on protected traits, the Title VI officer shall have access to all OPHD complaints for historical analysis and assessment.
- g. UC Berkeley shall enforce its policies using the applicable review process, such as the process set forth in the student code of conduct or the employee disciplinary process, for any members of the university community who are arrested for unlawful behavior or cited for a violation of university policy. UC Berkeley shall administer discipline commensurate with the gravity of the violation to students who have engaged in violations of university policy.
- h. UC Berkeley shall not provide "amnesty" to students, faculty or staff who are arrested for unlawful behavior or cited for a violation of university policy, subject

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to the May 9, 2024 direction of President Drake and the May 16, 2024 direction of the Board of Regents, except for the amnesty specifically provided for those reporting alleged misconduct under certain University policies, such as the Interim Policy on Sexual Harassment and Sexual Violence.

- i. UC Berkeley shall create public annual reports of disciplinary outcomes from CSC referrals on an aggregated, anonymized basis, to the maximum extent that doing so would be allowable under FERPA. The report shall also make public outcomes of disciplinary proceedings against organizations (as opposed to individuals) to the maximum extent that doing so would be allowable under FERPA and where, as determined in UC Berkeley's sole discretion (to be exercised reasonably), disclosure would not tend to disclose the identity of the complainant. The aggregate data shall provide a breakdown from which it is possible to identify complaints of discrimination or harassment of Jewish and/or Israeli students and to compare the resolution of said complaints to the resolutions of complaints raising allegations of other forms of discrimination, including decisions not to investigate, to the maximum extent permissible consistent with compliance with FERPA. UC Berkeley shall provide a copy of the annual report to Plaintiffs within 30 days of the completion of the report.
 - j. UC Berkeley shall disclose to complainants, to the maximum extent permissible consistent with the requirements of FERPA, the outcome of any complaint and the action, if any, taken as a result of the complaint. In complying with this provision, UC Berkeley shall consider disclosing to complainants the outcome of complaints regarding specific incidents on an aggregate basis as to those incidents (e.g., all students who violated X policy on Y date have been suspended).
 - k. UC Berkeley agrees that, upon submission of complaints to OPHD, complainants shall promptly be provided with information regarding how to track the status of their complaint. UC Berkeley also agrees to provide a mechanism through which complainants can check the status of their complaint .
20. Time, Place and Manner and Other Rules Relating to Protests. UC Berkeley shall implement and enforce permanent, comprehensive time, place and manner rules to prevent disruption of teaching, research, and campus life.
- a. UC Berkeley shall continue to employ a full-time employee to enforce time, place, and manner rules, including rules regarding amplified sound.
 - b. UC Berkeley shall continue to ban individuals and groups from blocking or obstructing passage through public thoroughways on campus, including the main passageway through Sather Gate.
 - c. UC Berkeley shall continue to prohibit erecting or placing unauthorized structures on campus property.

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- d. UC Berkeley shall not allow exceptions to its Time, Place, and Manner policies because an underlying event involves expressive activity, including political expression.
 - e. UC Berkeley affirms under its Time, Place, and Manner policies, that expressive activity “must not . . . interfere with the right of the University to conduct its affairs in an orderly manner and to maintain its property, nor may they interfere with the University’s obligation to protect the rights of all to teach, study, and freely exchange ideas.”
 - f. UC Berkeley shall continue to monitor protests and Student Affairs shall, upon request by any student, assist and cooperate with said student in reporting alleged impermissible discrimination and/or harassment to OPHD and/or alleged criminal violations to University of California Police Department, Berkeley (“UCPD”), as appropriate.
 - g. UC Berkeley shall maintain its masking policy prohibiting the use of masking to conceal identity for the purpose of evading or escaping discovery, recognition, or identification in the commission of violations of University policy or applicable law.
 - h. UC Berkeley shall maintain its policy prohibiting refusal to reveal one’s identity when asked to do so by campus personnel who show their credentials.
21. Regents Policy 2301. UC Berkeley shall provide a prominent notice at the beginning of every semester to all faculty (including visitors, lecturers, and graduate student teaching assistants) containing a reminder of Regents Policy 2301 and shall provide examples of conduct that violates that policy, including at least one example involving Israel-related conflicts. This reminder may be in the form of an email, if the email is from the Chancellor or from someone of proximate level and authority.
22. Israel and Jewish Studies. UC Berkeley will support its Jewish and Israel studies programs, including by taking the steps set forth in Chancellor Christ’s letter of June 24, 2024, which include designating the Center for Jewish Studies as a New Initiative Center at UC Berkeley, supporting the Helen Diller Institute for Jewish Law and Israel Studies, maintaining an Israel Studies Minor, supporting the Summer Berkeley Global Internship in Haifa, and maintaining and supporting other relationships with academic institutions in Israel. UC Berkeley shall ensure that the Center for Jewish Studies has the autonomy conferred on them by the Academic Senate with respect to the selection of faculty to hire to teach in the fields of Jewish, Hebrew and Israeli studies, including the selection of visiting scholars. UC Berkeley shall also ensure that the resources described in this paragraph are not employed to discriminate against students who are or are perceived to be Jewish or Israeli.

UC Berkeley shall continue to operate the Tel Aviv–Berkeley Executive LLM Program, in partnership with Tel Aviv University. UC Berkeley shall also continue to support through the Helen Diller Institute for Jewish Law and Israel Studies Winter Trip to Israel: Historical

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Battlefields of the Holy Land fall seminar led by Professor Ron Hassner. UC Berkeley will also resume the Berkeley Global Internship Program in Haifa, including the associated coursework for credit, when the UC Berkeley Study Abroad Office determines that it is sufficiently safe for students to do so.

23. Brandeis Center Event. The Brandeis Center is welcome to host an event on the UC Berkeley campus, as long as it complies with all of UC Berkeley's events policies.
24. Campus Security.
 - a. UC Berkeley shall maintain enhanced security protocols as described in Chancellor Richard Lyons' April 27, 2025 letter to provide for safety of student gatherings.
 - b. As described in Term 20(a), UC Berkeley shall continue to employ a full-time employee to enforce its time, place, and manner rules, including its rules on amplified sound. The employee's responsibilities shall not be limited to responding to complaints about violations.
 - c. UC Berkeley commits and reaffirms that UCPD has authority to enforce California's Penal Code, including Sections 626.4 and 626.6, which provide processes for issuing exclusion orders from university campuses.
 - d. As part of UC Berkeley's enhanced security protocols, UC Berkeley shall add additional security cameras in prominent places around campus.
 - e. UC Berkeley shall employ a full-time employee to review all space reservation requests for potential concerns requiring added security or other measures.
 - f. UC Berkeley shall provide guidance and advice, upon request by students and student organizations, regarding events, safety, and arranging for appropriate security at events, whether via OASIS, Student Affairs or any other pertinent campus team.
25. Attorneys' Fees and Costs. Defendant shall pay the total sum of \$1,000,000 (the "Payment") to the Brandeis Center to reimburse it for outside attorneys' fees and costs incurred in this Litigation relating to its civil rights claims. Defendant shall issue the Payment by wire within 30 days of the Effective Date, provided that Plaintiffs have provided wiring instructions by email within 7 days of the Effective Date. Other than the Payment set forth in this paragraph, the Parties agree to bear their own attorneys' fees and costs incurred in connection with the Litigation and/or any Plaintiff Released Claims. Nothing in this paragraph relates to claims that may arise in the future which are not released by this Agreement.
26. Public Statements. The Brandeis Center and UC Berkeley agree to simultaneously issue their public statements about this Agreement on a mutually agreeable date and time. The Parties agree not to disclose the terms of the Agreement or comment on the Agreement before the simultaneous statements. Nothing in this Agreement shall prevent the Parties or

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their counsel from subsequently publicly commenting on the terms of this Agreement or on their views thereof.

27. Choice of Law. This Agreement is deemed entered into in the State of California and shall be governed by California law except to the extent that federal law applies.
28. Arbitration. The Parties agree that Judge Louis M. Meisinger shall serve as mediator and arbitrator with respect to disputes relating to this Agreement. If Judge Meisinger is unavailable for any reason, the Parties agree to retain another mutually agreeable mediator and arbitrator pursuant to the procedure described below. No individual or entity other than the Parties to this Agreement may seek to enforce this Agreement. If either party reasonably believes that the other is in violation of the terms of this Agreement, it shall provide prompt written notice to the other Party and identify with specificity the portion or portions of this Agreement about which it has concerns, with a copy of the notice to be provided to Judge Meisinger. Following receipt of such notice, the other Party shall respond in writing within 14 days of receipt, with a copy of such response provided to Judge Meisinger. Within 14 days of receipt of the written response, the Parties shall attempt to resolve informally the disputes identified in the notice and response, including by affording the notified party a reasonable opportunity to cure. The Parties shall engage in good faith efforts to resolve the issue before seeking further action.

If good faith efforts to resolve the matter are unsuccessful, the complaining Party may commence an expedited, binding arbitration before Judge Meisinger, sitting as sole arbitrator, or before another mutually agreeable arbitrator. If the Parties are unable to reach agreement on an arbitrator in lieu of Judge Meisinger, each Party shall designate an arbitrator, and the two designated arbitrators shall select the third arbitrator. The Parties agree that the Arbitrator may (1) determine the timeline and procedure for resolving the dispute, tailored to the nature and exigency of the dispute, (2) address whether or not the Agreement has been breached, (3) address questions regarding the interpretation and meaning of the Agreement or any provision thereof, and (4) may determine appropriate remedies, if any. In addition to and without diminishing any other rights to judicial review of arbitral proceedings, if injunctive relief is awarded against any Party, it may seek review within 30 days in district court of whether any remedies would require the Party to violate the U.S. Constitution.

29. Severability. The Parties agree that if any of the provisions contained in the Agreement are declared illegal, unenforceable, or ineffective by a legal forum of competent jurisdiction, such provisions shall be deemed severable, such that all other provisions shall remain valid and binding upon the Parties.
30. Waiver. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.
31. Full Capacity. Each Party's representative executing this document represents that he or she has the full mental and physical capacity and legal authority to enter into, execute, and

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perform this Agreement and resolve the Litigation. Each Party is the sole holder of all claims and has not assigned or transferred any interest, in whole or in part, of any claim.

32. Entire Agreement. This is an enforceable Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the settlement of these matters and supersedes all previous communications, representations, agreements or understandings, either oral or written, between the Parties with respect to the settlement of the Litigation. This Agreement contains the complete, full, and exclusive understanding of the Parties as to the settlement of the Litigation and all prior or contemporaneous written or oral agreements with respect to the settlement of the Litigation are merged herein. Each Party expressly disclaims any reliance on any representations, warranties, or inducements of the other Party.
33. Inurement. This Agreement shall extend and inure to the benefit of the Parties and their respective successors and assigns and be binding upon the Parties and their respective successors and assigns. The Parties agree that no person, government, or party other than the Parties shall be a third-party beneficiary of this Agreement, with the sole exception that the Released Parties are intended third-party beneficiaries of the release contained in Term 3. For the avoidance of doubt, nothing contained in this Agreement shall constitute a release of any Party's claims, rights, or causes of action against its insurers, reinsurers, and brokers.
34. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original hereof, but all of which together shall constitute one and the same instrument. Delivery of signatures by means of facsimile or electronic mail shall be as effective as original signatures.
35. Comprehension. Each Party acknowledges that it has been represented by independent legal counsel of its own choice throughout the negotiation, drafting, and execution of this Agreement. Each Party also acknowledges that it has executed this Agreement with the consent and on the advice of such independent legal counsel. Each Party further acknowledges that it and its counsel have had adequate opportunity to make whatever investigation or inquiry they may deem necessary or desirable in connection with the subject matter of this Agreement before executing it. Each Party has authorized and directed its respective legal counsel to execute and deliver such other and further documents as may be required to carry out the terms and conditions of this Agreement. The Parties represent and warrant that they have read and been advised by competent counsel regarding this Agreement, that they understand this Agreement's provisions and legal effect, that they understand their rights and obligations, and that they are knowingly, willingly, and voluntarily entering into this Agreement.
36. Construction and Interpretation. Both the Parties and their counsel have reviewed and participated in drafting this Agreement, and the rule of construction that any ambiguities are to be resolved against the drafting Party shall not be employed in interpreting this Agreement. This Agreement has been and shall be construed as having been drafted by all Parties.

EXECUTION VERSION

The section headings are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of, or otherwise used to interpret or construe, this Agreement.

37. Amendment and Modification. This Agreement may not be amended or modified except in writing signed by all Parties to this Agreement. No other act, document, usage, or custom shall be deemed to amend or modify this Agreement.
38. No Agency. This Agreement shall not and does not create a relationship of principal and agent, partnership, or joint venture between the Parties. The Parties shall not under any circumstances act as or represent themselves to be such.
39. Cooperation. The Parties (a) acknowledge that it is their intent to consummate this Agreement and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement.
40. Privileges. Nothing in this Agreement, or in the negotiations relating thereto, is intended to or shall be deemed to constitute a waiver of any applicable privilege or immunity, including, without limitation, attorney-client privilege, joint-defense privilege, or work product protection.
41. Notices. All notices relating to this Agreement shall be delivered via email or first-class mail to the persons below, subject to updates from time to time.

For Defendant:

David M. Robinson
Office of Legal Affairs
200 California Hall #1500
Berkeley, CA 94720-1500
dmrobinson@berkeley.edu
With copies to

UC Legal – Office of the General Counsel
University of California
Office of the President
1111 Franklin Street, 8th Floor
Oakland, CA 94607

Bryan H. Heckenlively
Munger, Tolles & Olson LLP
560 Mission Street, 27th Floor
San Francisco, CA 94105

For Plaintiffs:

Kenneth L. Marcus
The Louis D. Brandeis Center, Inc.

EXECUTION VERSION

1776 I Street, Suite 501
Washington, DC 20006
klmarcus@brandeiscenter.com

With copies to:

Richard Rosen
Paul M. Eckles
The Louis D. Brandeis Center, Inc.
1675 Broadway, 13th Floor
New York, NY 10019
rosen@brandeiscenter.com
peckles@brandeiscenter.com

SIGNATURES ON FOLLOWING PAGE

Plaintiff The Louis D. Brandeis Center, Inc.

Name: Kenneth L. Marcus

Title: Chairman and CEO of the Brandeis Center and JAFE

Date: March 19, 2026

Plaintiff Jewish Americans for Fairness in Education

Name: Kenneth L. Marcus

Title: Chairman and CEO of the Brandeis Center and JAFE

Date: March 19, 2026

Defendant The Regents of the University of California

Name: Richard K. Lyons

Title: Chancellor, U.C. Berkeley

Date: March 19, 2026

Defendant The Regents of the University of California

Name: Carol Lynn Thompson

Title: Principal Counsel - Litigation

Date: March 19, 2026

Plaintiff The Louis D. Brandeis Center, Inc.

Name: Kenneth L. Marcus

Title: Chairman and CEO of the Brandeis Center and JAFE


Date: March 19, 2026

Plaintiff Jewish Americans for Fairness in Education

Name: Kenneth L. Marcus

Title: Chairman and CEO of the Brandeis Center and JAFE

Date: March 19, 2026

Signed by:

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Defendant The Regents of the University of California

Name: Richard K. Lyons

Title: Chancellor, U.C. Berkeley

Date: March 19, 2026

DocuSigned by:

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Defendant The Regents of the University of California

Name: Carol Lynn Thompson

Title: Principal Counsel - Litigation

Date: March 19, 2026