

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF IOWA
CENTRAL DIVISION

SPEECH FIRST, INC.,

Plaintiff,

v.

Wendy WINTERSTEEN, in her official
capacity as President of Iowa State
University of Science and Technology,

Defendant.

Case No. 4:20-cv-2-SMR-SBJ

NOTICE OF DISMISSAL

Plaintiff, Speech First, Inc., hereby dismisses Counts I and II of the amended complaint with prejudice and Counts III and IV of the amended complaint without prejudice. Each party to bear its own costs, expenses, and attorney's fees.

Respectfully submitted,

Dated: March 12, 2020

/s/ Thomas R. McCarthy

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CERTIFICATE OF SERVICE

I filed this notice with the Court via CM/ECF, which will electronically notify all counsel of record.

Dated: March 12, 2020

/s/ Thomas R. McCarthy
Counsel for Plaintiff Speech First, Inc.

AGREEMENT

This Agreement (the “Agreement”) is entered into on the date of signature of the last signatory to this Agreement (“Effective Date”) by and between Speech First, Inc. (“Speech First”) on the one hand and Iowa State University of Science and Technology (the “University”) on the other (collectively, the “Parties”), as follows:

A. WHEREAS, by complaint filed on January 2, 2020, as amended on January 10, 2020, Speech First brought claims against Wendy Wintersteen in her official capacity as President of Iowa State University of Science and Technology (“Defendant”), in the matter styled *Speech First, Inc. v. Wintersteen*, 4:20-cv-00002-SMR-SBJ (S.D. Iowa) (“Action”);

B. WHEREAS, on January 6, 2020, Speech First moved for a preliminary injunction relating to its claims concerning section 4.5.7 of the University’s Acceptable Use of Technology Resources policy; a University policy titled “Chalking – INTERIM POLICY”; and the University’s Campus Climate Reporting System;

C. WHEREAS, Defendant opposed Speech First’s motion;

D. WHEREAS, the Parties have determined that it is in their mutual interests to amicably resolve all issues between them;

NOW, THEREFORE, in consideration of the foregoing and of the mutual undertakings of the Parties set out herein, the Parties agree as follows:

1. With respect to the University’s Acceptable Use of Information Technology Resources policy, on February 17, 2020, the University removed the provision prohibiting students from “sending emails to solicit support for a candidate or ballot measure.” The University will not reinstate the removed provision.

2. With respect to the University’s policy on chalking, on February 17, 2020, the University replaced the chalking policy challenged in this Action with a permanent chalking policy. The University will not reinstate the challenged policy.

3. With respect to the University’s Campus Climate Reporting System (“CCRS”), in October 2019, prior to the filing of the Action, CCRS replaced the University’s Campus Climate Response Team (“CCRT”). This was not a change in name only; for example, unlike the CCRT, the CCRS does not contact or meet with students who are reported to it. The University will not reinstate CCRT, but is free to continue with the CCRS as it has operated since October 2019, prior to the filing of this Action.

4. Speech First takes no position on the University’s factual and legal representations concerning the challenged policies, the new policies, the CCRT, or the CCRS.

5. Within two (2) business days of the Effective Date, Speech First shall file a Notice of Dismissal in the form attached hereto, dismissing all claims pending against Defendant in the Action.

6. The Parties shall bear their respective attorneys' fees, costs, and expenses relating to the Action and this Agreement.

7. Nothing contained in this Agreement shall be deemed as an admission of any liability or lack of merit in any claim or defense, by any Party or by Defendant.

8. This Agreement represents the full and complete agreement between the Parties to resolve their dispute. Any representations, warranties, promises, or conditions, whether written or oral, not specifically incorporated into this Agreement shall not be binding on the Parties. All other discussions, negotiations, and writings have been and are merged into this Agreement.

9. Neither this Agreement nor any terms or provision hereof may be changed, waived, discharged, or terminated except by an instrument in writing duly signed by the Party against which enforcement of the change, waiver, discharge, or termination is sought.

10. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa applicable to contracts made and to be performed wholly within the State of Iowa, without regard to its conflict of laws provisions.

11. All Parties hereto agree that in the event of any ambiguity or dispute regarding the interpretation of this Agreement, the Agreement will be interpreted as if each Party hereto participated equally in the drafting hereof.

12. This Agreement may be signed in two original counterparts, each of which shall for all purposes be considered an original of this Agreement. Execution and delivery of this Agreement by electronic means (including via e-mail or .pdf) shall be sufficient for all purposes and shall be binding on any person or Party who so executes.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date set forth above.

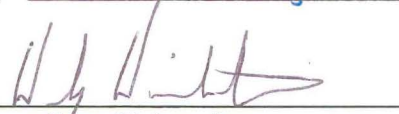
Date: 3/10/20



Speech First, Inc.

By: NICOLE KELLY, PRESIDENT

Date: 3-10-2020



Iowa State University

By: Wendy Wintersteen

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