

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

SPEECH FIRST, INC.,

Plaintiff,

v.

Case No. 6:21-cv-313

ALEXANDER CARTWRIGHT, in his
individual capacity and his official capacity as
President of the University of Central Florida,

Defendant.

JOINT STIPULATION OF DISMISSAL

Per Federal Rule of Civil Procedure 41(a)(1)(A)(ii), Plaintiff and Defendant jointly stipulate to the dismissal of this action with prejudice.

Dated: September 23, 2022

Respectfully submitted,

/s/ Cameron T. Norris

J. Michael Connolly (*pro hac vice*)
Cameron T. Norris (*pro hac vice*)
James F. Hasson (*pro hac vice*)
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Counsel for Plaintiff Speech First, Inc.

/s/ Alexander R. Bilus

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Counsel for Defendant Alexander Cartwright

AGREEMENT AND RELEASE

This Agreement and Release (“Agreement”) is entered into on the date of signature of the last signatory to this Agreement (“Effective Date”) by and between Speech First, Inc. on the one hand and the University of Central Florida Board of Trustees (“University”) on the other (together, the “Parties”), as follows:

A. WHEREAS, by complaint filed on February 16, 2021, Speech First brought the matter styled *Speech First, Inc. v. Cartwright*, No. 6:21-cv-00313 (M.D. Fla.) (“Action”) asserting claims against Alexander Cartwright, in his official capacity as President of the University of Central Florida; Dana Juntenen, in her official capacity as Director of the University of Central Florida Office of Student Rights and Responsibilities; Matthew Hall, in his official capacity as Vice President for Information Technology and Chief Information Officer; Christina Khan, James Mangan, Reshawna Chapple, Jillian Sturdivant, Michelle Fitzgerald, Andrea L. Snead, Kerry Welch, Edwanna Andrews, Michael Preston, Shane Land, Angela Williams, and Ronnie Korosec, all in their official capacities as members of the Just Knights Response Team; and Beverly J. Seay, Tiffany Altizer, Ken Bradley, Bill Christy, Jeff Condello, Joseph Conte, Danny Gaekwad, Joseph Harrington, Sabrina La Rosa, Caryl McAlpin, Harold Mills, Michael Okaty, and John Sprouls, all in their official capacities as members of the University of Central Florida Board of Trustees (“Defendants”);

B. WHEREAS, on February 22, 2021, Speech First moved for a preliminary injunction against four University policies and/or practices: the provision in the Prohibition of Discrimination, Harassment, and Related Interpersonal Violence Policy concerning “discriminatory harassment” (UCF Policy 2-004.2(IV)(B)); the provision in the University’s Use of Information Technologies and Resources Policy concerning “harassing or hate messages” (UCF Policy 4-002.2(B)(7)(b)); the provision in the ResNet User Agreement concerning “harassing, invasive, or otherwise unwanted” messages; and the practice relating to bias-related incidents, as administered by the Just Knights Response Team (JKRT), *see* Dkt. 3;

C. WHEREAS, on February 26, 2021, Speech First and Defendants filed a stipulated dismissal of Speech First’s claims against all Defendants other than Cartwright, *see* Dkt. 23;

D. WHEREAS, on February 26, 2021, Speech First and Defendants further stipulated that any injunctive or declaratory relief or attorney’s fees awarded in this action to Speech First against Cartwright in his official capacity would apply to and be binding on the University of Central Florida, *see* Dkt. 23;

E. WHEREAS, on March 27, 2021, Speech First filed an amended complaint against Cartwright, in his individual and official capacities, *see* Dkt. 30;

F. WHEREAS, on July 29, 2021, the United States District Court for the Middle District of Florida partially granted Speech First’s motion for preliminary injunction, enjoining the University from enforcing the challenged provision of the University’s Use of Information Technologies and Resources Policy and denying Speech First’s remaining requests, *see* Dkt. 46;

G. WHEREAS, on July 29, 2021, Speech First timely appealed the District Court's partial denial of its motion for preliminary injunction with respect to the provision concerning "discriminatory harassment" in UCF Policy 2-004.2(IV)(B) and the practice relating to bias-related incidents administered by the JKRT, *see* Dkt. 49;

H. WHEREAS, on November 29, 2021, the Parties agreed to a settlement on Speech First's claims related to the challenged provisions of the Use of Information Technologies and Resources Policy and ResNet User Agreement (attached as Exhibit A);

I. WHEREAS, on May 2, 2022, the United States Court of Appeals for the Eleventh Circuit reversed in part and vacated in part the district court's judgment partially denying a preliminary injunction and remanded to the district court for further proceedings consistent with its opinion, *see* Judgment, No. 21-12583 (11th Cir. May 2, 2022);

J. WHEREAS, on July 12, 2022, the District Court enjoined the University from enforcing the provision on "discriminatory harassment" in UCF Policy 2-004.2(IV)(B), *see* Dkt. 59;

K. WHEREAS, on July 14, 2022, the District Court granted the Parties' consent motion to stay all pending deadlines until further order of the court, *see* Dkt. 61;

L. 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. Speech First represents that it brought its claims on behalf of its members, including Students A, B, and C; and that Students A, B, and C actively participated in and supported the action and authorized Speech First to represent them in the action. Speech First intends the Agreement to resolve its claims against the University in the Action, including those arising from the facts articulated by Students A, B, and C.

2. With respect to UCF Policy 2-004.2, the University will promptly amend that policy per the attached Exhibit B. The University will not reinstate the version of the policy that Speech First challenged in this Action.

3. With respect to bias-related incidents, the University has discontinued the Just Knights Response Team and associated practices. The University will not reinstate the Just Knights Response Team.

4. The University will promptly pay Speech First thirty-five thousand dollars (\$35,000). The parties shall otherwise bear their respective costs and expenses relating to the Action and this Agreement. Payment will be made by an electronic transfer of funds to a bank account specified by Speech First. Upon the filing of the Joint Stipulation of Dismissal, the Parties will exchange the documentation necessary to complete this payment in an expeditious manner.

5. For and in consideration of the University's undertakings set forth in numbered paragraphs 2, 3, and 4 above, the sufficiency of which is hereby acknowledged, and intending to be legally bound, Speech First does hereby remise, release, and forever discharge and completely and absolutely release the University and the Defendants (collectively, the "Released Parties") from the claims, causes of action, and requests for relief that were brought or could have been brought to challenge the policies and/or practices in the Action. The Released Parties are each entitled to enforce this Agreement against Speech First without regard for whether the Released Party is a party to this Agreement. In the event that the University revises the policies or practices challenged in the Action in the future, Speech First and its members do not release any right to challenge the revised policies or practices.

6. Within two (2) business days of the Effective Date, Speech First will file a joint stipulation of dismissal in the form attached as Exhibit C to this Agreement, dismissing the Action pending against Defendants with prejudice.

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.

8. Speech First reserves the right to challenge any University policy other than the policies challenged in its Complaint or Amended Complaint.

9. 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.

10. 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.

11. This Agreement shall be governed and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed wholly within the State of Florida, without regard to its conflict-of-laws provisions. All Parties agree that this Agreement and any disputes arising therefrom arise out of the same transaction or occurrence that is the subject matter of the Action and further agree that any disputes with respect to this Agreement are properly heard by the district court in the Action.

12. The Parties 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 participated equally in its drafting.

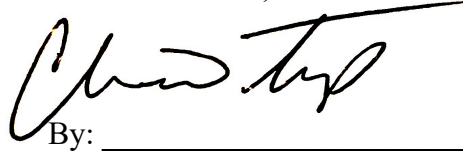
13. The Parties represent, knowing that all other Parties will rely on such representation, that each signatory has the right, power, and authority to: (i) sign this Agreement and Release; (ii) bind itself to the terms of this Agreement and Release; (iii) with respect to Speech First, to so bind its members, successors, and assigns; and (iv) to receive the consideration set forth in this Agreement and Release.

14. This Agreement can 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 have executed this Agreement as of the Effective Date.

Date: 9/22/22

SPEECH FIRST, INC.


By: _____

Date: _____

THE UNIVERSITY OF CENTRAL FLORIDA
BOARD OF TRUSTEES


By: Youndy C. Cook  Digitally signed by
Youndy C. Cook
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EXHIBIT A

AGREEMENT

This Agreement ("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 the University of Central Florida Board of Trustees ("University") on the other (together, the "Parties"), as follows:

A. WHEREAS, by complaint filed on February 16, 2021, as amended on March 27, 2021, Speech First brought claims against Alexander Cartwright in his individual capacity and in his official capacity as President of the University of Central Florida, and others ("Defendant"), in the matter styled *Speech First, Inc. v. Cartwright*, 6:21-cv-00313 (M.D. Fla.) ("Action");

B. WHEREAS, Speech First's amended complaint challenged the University's discriminatory-harassment policy, RESNET User Agreement, Use of Information Technologies and Resources Policy 4-002.2(B)(7)(b), and bias-related incidents policy, as administered by the Just Knights Response Team;

C. WHEREAS, on February 22, 2021, Speech First moved for a preliminary injunction;

D. WHEREAS, Defendant opposed Speech First's motion;

E. WHEREAS, in April 2021, the University removed provision 4-002.2(B)(7)(b) of the University's Use of Information Technologies and Resources Policy, which stated, "The following[] use of university messaging systems by students and employees [is] prohibited under this policy: ... harassing and hate messages";

F. WHEREAS, in April 2021, the University removed the provision in the University's RESNET User Agreement forbidding students from using the University's RESNET network to "transmit to others or display images, sounds, or messages that could reasonably be perceived as harassing, invasive, or otherwise unwanted";

G. WHEREAS, on July 29, 2021, the U.S. District Court for the Middle District of Florida granted Speech First's motion as to the University's Use of Information Technologies and Resources Policy 4-002.2(B)(7)(b) and denied the motion as to the University's discriminatory-harassment policy and Just Knights Response Team;

H. WHEREAS, on October 29, 2021, Speech First filed a notice of appeal to the U.S. Court of Appeals for the Eleventh Circuit regarding the district court's denial of a preliminary injunction relating to Speech First's claims concerning the University's discriminatory-harassment policy and Just Knights Response Team;

I. WHEREAS, the Parties have determined that it is in their mutual interests to amicably resolve the issues between them regarding the University's RESNET User Agreement and the University's Use of Information Technologies and Resources Policy 4-002.2(B)(7)(b);

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 Use of Information Technologies and Resources Policy, the University will not reinstate the removed provision 4-002.2(B)(7)(b).

2. With respect to the University's RESNET User Agreement, the University will not reinstate the removed provision forbidding students from using the University's RESNET network to "transmit to others or display images, sounds, or messages that could reasonably be perceived as harassing, invasive, or otherwise unwanted."

3. Within thirty (30) business days of the issuance of the Eleventh Circuit's mandate in Speech First's pending appeal, Speech First shall file an amended complaint that omits Speech First's pending claims against the University's RESNET User Agreement and Use of Information Technologies and Resources Policy 4-002.2(B)(7)(b) (the "Stipulated Amendments"). The University agrees to consent to that amended complaint under Federal Rule of Civil Procedure 15(a)(2) for purposes of the Stipulated Amendments. The parties agree that Speech First will retain the right to challenge the revised parts of the RESNET User Agreement and Use of Information Technologies and Resources Policy if those parts are ever revised again. The parties also agree that the University will reserve all of its rights and defenses with respect to any such challenges. The parties further agree that Speech First need not file an amended complaint if, within 30 days of the issuance of the Eleventh Circuit's mandate, the entire case is settled or voluntarily dismissed.

4. Speech First's remaining claims against the University in this action are not affected by this Agreement.

5. The Parties shall bear their respective attorneys' fees, costs, and expenses relating to Speech First's claims against the University's RESNET User Agreement and Use of Information Technologies Policy. The Parties reserve the right to seek attorneys' fees, costs, and expenses relating to Speech First's remaining claims in this action.

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

7. This Agreement represents the full and complete agreement between the Parties to resolve their dispute regarding Speech First's claims against the University's RESNET User Agreement and Use of Information Technologies Policy. 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.

8. 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.

9. This Agreement shall be governed and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed wholly within the State of Florida, without regard to its conflict-of-laws provisions. All Parties agree that this Agreement and any disputes arising therefrom arise out of the same transaction or occurrence that is the subject matter of the Action and further agree that any disputes with respect to this Agreement are properly heard by the district court in the Action.

10. 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.

11. 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.

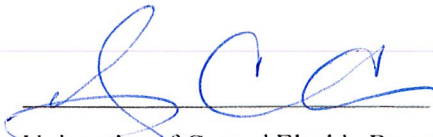
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date set forth above.

Date: 11/23/21


Speech First, Inc.

By: Nicole K. Neily

Date: 11/29/21


University of Central Florida Board of Trustees

By: Yvondy C Cook

EXHIBIT B



UNIVERSITY OF CENTRAL FLORIDA

Office of the President

SUBJECT: Nondiscrimination Policy	Effective Date: 9/16/2022	Policy Number 2-004.3	
	Supersedes: 2-004.2	Page 1	Of 12
	Responsible Authority: Director, Institutional Equity		

APPLICABILITY/ACCOUNTABILITY

This policy applies to the university community and acts committed by or against students, university and DSO employees and volunteers, registered student organizations, and third parties when:

- the conduct occurs on campus or other property owned by, controlled by, or affiliated with the university;
- the conduct occurs in the context of a university employment or education program or activity, including, but not limited to, university-sponsored study abroad, research, on-line, or internship programs; or
- the conduct occurs outside the context of a university employment or education program or activity, but has continuing adverse effects on or creates a hostile environment for the university community while on campus or other property owned by, controlled by or affiliated with the university or in any university employment or education program or activity.

POLICY STATEMENT

The University of Central Florida is committed to maintaining a safe and non-discriminatory learning, living and working environment for all members of the university community. Academic and professional excellence can exist only when each member of our community is assured an atmosphere of safety and mutual respect. All members of the university community are responsible for the maintenance of an environment in which people are free to learn and work without fear of unlawful discrimination, harassment, or interpersonal violence. The University can take corrective action only when it becomes

aware of problems. Many university employees have the duty to report under the *Reporting Requirements Related to Nondiscrimination Policy* (No.2-015). Those who believe that they have experienced or witnessed Prohibited Conduct are encouraged to come forward promptly with their inquiries, reports, or complaints and to seek assistance within the University.

The Office of Institutional Equity (www.oie.ucf.edu) is responsible for ensuring and monitoring the university's compliance with federal and state nondiscrimination laws. The university adopts this policy with a commitment to: (1) eliminating, preventing, and addressing the effects of Prohibited Conduct; (2) fostering a safe and respectful university community; (3) cultivating a climate where all individuals are well-informed and supported in reporting Prohibited Conduct; (4) providing a fair and impartial process for all parties in the investigation and resolution of such reports; and (5) identifying the standards by which violations of this policy will be evaluated and disciplinary action may be imposed. In addition, the university conducts ongoing prevention, awareness, and training programs for employees and students to facilitate the goals of this policy. See the university's *Remedial Measures, Prevention, & Education Related to Nondiscrimination policy* (No. 2-016).

The university prohibits unlawful discrimination and harassment on the basis of an individual's Protected Classes in any of its education or employment programs and activities, as well as retaliation against a person for reporting, in good faith, any of these forms of conduct or participating in or being a party to any investigation or proceeding under this policy (collectively, "Prohibited Conduct"). *See also* the university's *Reporting Misconduct and Protection from Retaliation Policy* (No. 2-700). This includes the prohibition of sexual assault, sexual exploitation, relationship violence, stalking, sexual, gender-based, or Title IX sexual harassment, and aiding and abetting in the commission of any act prohibited by this policy, as well as failing to reasonably accommodate based on religion, disability, and/or pregnancy where the accommodation does not impose an undue hardship or fundamentally alter a course or academic program. These forms of Prohibited Conduct are unlawful and undermine the mission and values of our academic community.

At the same time, the university is equally committed to protecting freedom of speech and academic freedom and in preserving the widest possible dialogue within its instructional and research settings. The principles of freedom of speech and freedom of expression in the United States and Florida Constitutions, in addition to being legal rights, are an integral part of our three-part university mission to deliver a high quality academic experience for our students, engage in meaningful and productive research, and provide valuable public service for the benefit of our local communities and the state. A fundamental purpose of an institution of higher education is to provide a learning environment where divergent ideas, opinions, and philosophies can be rigorously debated and critically evaluated. Accordingly, nothing in this policy shall abridge an individual's rights to free speech and expression under the First Amendment of the U.S. Constitution.

DEFINITIONS

Coercion. An unreasonable pressure for sexual activity. Coercion is more than an effort to persuade, entice, or attract another person to have sex. Conduct does not constitute coercion unless it impairs an individual's freedom of will to choose whether to participate in the sexual activity.

Complainant. An individual who discloses having been subjected to any prohibited conduct under this policy or the *Title IX Grievance Policy* (No. 2-012), regardless of whether that person makes a report or seeks action under these policies. The university recognizes that an individual may choose to self-identify as a victim or a survivor. For consistency in these policies, the university uses the term complainant to maintain the neutrality of the policies and procedures.

Consent. An understandable exchange of affirmative words or actions, which indicate a willingness to participate in mutually agreed upon sexual activity. Consent must be informed, freely and actively given. Consent cannot be obtained by force, threat, coercion, manipulation, reasonable fear of injury, intimidation, use of position of influence, or through one's mental or physical helplessness or incapacity. Consent to one form of sexual activity does not imply consent to other forms of sexual activity. The lack of a negative response, lack of resistance or protest, and silence are not consent. An individual who is incapacitated (such as by alcohol and/or other drugs both voluntarily or involuntarily consumed) may not give consent. Consent to sexual activity on a prior occasion does not, by itself, constitute consent to future sexual activity. In cases of prior relationships, the manner and nature of prior communications between the parties and the context of the relationship may have a bearing on the presence of consent. Once consent has been given to a particular sexual activity, it may be withdrawn at any time. An individual who seeks to withdraw consent must communicate, through clear words or actions, a decision to cease the sexual activity. Once consent is withdrawn, the sexual activity must cease immediately.

Responsibility: It is the responsibility of the initiator of the sexual activity to obtain clear and affirmative words or actions of a willingness to participate at each stage of sexual involvement.

Incapacitation: A state where an individual cannot make rational, reasonable decisions because of age, mental or physical helplessness, sleep, unconsciousness, or lack of awareness that sexual activity is taking place. A person may be incapacitated due to the consumption of alcohol or other drugs, or due to a temporary or permanent physical or mental health condition. A person who is incapacitated lacks the capacity to give consent because they cannot understand the facts, nature, or extent of the sexual interaction. A person seeking to initiate sexual activity is not expected to be a medical expert in assessing incapacitation. The potential initiator must look for the common and obvious warning signs that show that a person may be incapacitated or approaching incapacitation.

Being impaired by alcohol or other drugs is no defense to any violation of this policy.

Standard: A determination of whether consent exists will be based on the information the initiator of the sexual act knew or should have known as a sober, reasonable person. Being impaired by alcohol or other drugs does not relieve an initiator of a sexual act from obtaining consent.

Course of conduct. Two or more acts, including but not limited to acts in which a person directly, indirectly, or through third-parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about another person, or interferes with another person's property.

Direct Support Organization. An organization that is a subsidiary corporation of the university and is certified by the University of Central Florida Board of Trustees per Florida Statute §1004.28 to support the mission and goals of the university and the best interest of the state of Florida.

Employee. Any individual employed by the University of Central Florida, including all full-time and part-time faculty, employees classified as Administrative and Professional (A&P), employees classified as University Support Personnel System (USPS), post-doctoral employees, professional research assistants, and OPS non-student employees.

Force. The use of physical violence and/or imposing on someone physically to gain sexual access. Force also includes threats, intimidation (implied threats) and/or coercion that overcome resistance.

Hostile Environment Harassment: Unwelcome behavior based on Protected Class(es) identified in this policy, where the frequency and severity of the alleged harassing conduct effectively denies the individual's ability to participate in or benefit from the education, employment, or university program or activity, when viewed from both a subjective and an objective perspective. For a hostile environment harassment claim, the record must establish that the Complainant(s) subjectively perceived the environment to be hostile, and that the environment was one that a reasonable person would find objectively hostile.

Prohibited Conduct. For purposes of this policy, Prohibited Conduct refers to unlawful discrimination, unlawful harassment, sexual assault, sexual exploitation, relationship violence, stalking, sexual, gender-based, or Title IX sexual harassment, aiding and abetting in the commission of any act prohibited by this policy, and retaliation against a person for reporting, in good faith, any of these forms of conduct or participating in or being a party to any investigation or proceeding under this policy.

Protected Class(es): Race, color, ethnicity, national origin, religion, non-religion, age, genetic information, sex (including pregnancy, parental status, gender identity or expression, and sexual orientation), marital status, physical or mental disability (including learning disabilities, intellectual disabilities, and past or present history of mental illness),

veteran's status (as protected under the Vietnam Era Veterans' Readjustment Assistant Act), or membership in any other protected classes as set forth in state or federal law.

Quid Pro Quo Harassment: Unlawful harassment where submission to or rejection of unwelcome conduct is used, explicitly or implicitly, as the basis for decisions affecting an individual's education (e.g., admission, academic standing, grades, assignment); employment (e.g., hiring, advancement, assignment); or participation in a university program or activity (e.g., campus housing).

Respondent. Any individual or group who has been accused of violating this policy or the *Title IX Grievance Policy* (No. 2-012).

Sexual Contact. Sexual contact includes but is not limited to the following behaviors: (1) touching, kissing, fondling (whether over or under clothing) of an individual for the purpose of sexual gratification; (2) contact, however slight, between the mouth, anus, or sex organ of one individual with either the anus or sex organ of another individual; and/or (3) contact, however slight, between the anus or sex organ of one individual and any other object.

Student. Any individual defined as a student in the University of Central Florida's Regulation UCF-5.006(3) and *The Golden Rule Student Handbook*.

Substantial Emotional Distress. Significant mental suffering or anguish that may, but does not necessarily, require medical or other professional treatment or counseling.

Third-Party. Any contractor, vendor, visitor, applicant or other non-student or non-employee/volunteer affiliated with the university.

PROHIBITED CONDUCT UNDER THIS POLICY

The requirements and protections of this policy apply equally regardless of an individual's Protected Classes. Also, all requirements and protections are equitably provided to individuals regardless of their status as a Complainant, Respondent, or Witness. The following prohibited behaviors may overlap with Florida criminal statutes in some cases and provide greater protection in other instances.

A. DISCRIMINATION

Unlawful discrimination is any unlawful distinction, preference, or detriment to an individual that is based upon an individual's Protected Class(es) and that: (1) excludes an individual from participation in; (2) denies the individual the benefits of; (3) treats the individual differently with regard to; or (4) otherwise adversely affects a term or condition of an individual's employment, education, living environment or participation in a university program or activity.

Religious discrimination includes failing to reasonably accommodate an employee's or student's religious practices where the accommodation does not impose an undue hardship nor fundamentally alter a course or academic program. Disability discrimination includes failing to reasonably accommodate the known physical or mental limitations of an otherwise qualified individual with a disability where the accommodation does not impose an undue hardship nor fundamentally alter a course or academic program. Pregnancy discrimination includes failing to reasonably accommodate an employee's or student's pregnancy or pregnancy-related condition where the accommodation does not impose an undue hardship and does not fundamentally alter a course or academic program. For more information regarding discrimination or to seek assistance in obtaining a reasonable accommodation, please visit www.oie.ucf.edu. For students with disabilities seeking an accommodation, please visit www.sas.ucf.edu.

B. UNLAWFUL HARASSMENT

Unlawful harassment consists of conduct based upon an individual's Protected Class(es) meeting the description of either *Hostile Environment Harassment* or *Quid Pro Quo Harassment*, as defined above.

C. SEXUAL, GENDER-BASED, OR TITLE IX SEXUAL HARASSMENT

Sexual harassment is any unwelcome sexual advance, request for sexual favors, or other unwanted verbal, graphic or physical conduct of a sexual nature when the conditions for *Hostile Environment Harassment* or *Quid Pro Quo Harassment* are present.

Gender-based harassment includes unlawful harassment based on gender, sexual orientation, gender identity, or gender expression, which may include acts of aggression, intimidation, or hostility, whether verbal, graphic, or physical, even if the acts do not involve conduct of a sexual nature, when the conditions for *Hostile Environment Harassment* or *Quid Pro Quo Harassment* are present.

Title IX Sexual Harassment is any conduct which occurs within the university's education program or activity against a person located in the United States on or after August 14, 2020, that satisfies one or more of the following: (1) An employee conditioning the provision of an aid, benefit, or service on an individual's participation in unwelcome sexual conduct (i.e., *Quid Pro Quo*); (2) Unwelcome conduct of a sexual nature determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to an education program or activity (i.e., *hostile environment*); or (3) Sexual assault, dating violence, domestic violence, or stalking (as defined by the Jeanne Clery Act). University investigations of incidents that meet the Title IX Sexual Harassment

definition will be investigated pursuant to the *Title IX Grievance Policy* (No. 2-012).

D. SEXUAL ASSAULT

Sexual assault consists of sexual contact that occurs without consent. Consent is an understandable exchange of affirmative words or actions, which indicate a willingness to participate in mutually agreed upon sexual activity. Consent must be informed, freely and actively given. Consent cannot be obtained by force, threat, coercion, reasonable fear of injury, intimidation, use of position of influence, or through one's mental or physical helplessness or incapacity. See Definitions section above for more information regarding consent.

E. SEXUAL EXPLOITATION

Sexual exploitation is purposely or knowingly doing or attempting to do any of the following:

- Exposing of one's body in such a manner that another party reasonably could be offended or to display sexual behavior which another person reasonably finds offensive;
- Voyeurism, including trespassing, spying, or eavesdropping for the purpose of sexual gratification;
- Soliciting sex acts from a minor by oral, written, or electronic means;
- Possessing, producing, or disseminating child pornography;
- Recording or photographing private sexual activity and/or a person's intimate parts (including genitalia, groin, breasts or buttocks) without consent;
- Disseminating or posting images of private sexual activity and/or a person's intimate parts (including genitalia, groin, breasts, or buttocks) without consent;
- Allowing third parties to observe private sexual activity from a hidden location (e.g., closet) or through electronic means (e.g., Skype or livestreaming of images);
- Subjecting another person to human trafficking; or
- Exposing another person to a sexually transmitted infection or virus without the other's knowledge.

F. RELATIONSHIP VIOLENCE

Relationship violence includes any act of violence or threatened act of violence that occurs between individuals who are involved or have been involved in a sexual, dating, spousal, domestic, or other intimate relationship. Relationship violence includes "dating violence" and "domestic violence," as defined by the Violence Against Women Reauthorization Act of 2013.

Harmful behavior that includes, but is not limited to, the true threat of or actual physical assault or abuse, is prohibited pursuant to *The Golden Rule Student Handbook*. Harmful behavior will be addressed under this policy if it involves sexual, gender-based, or Title IX sexual harassment, relationship violence, or is part of a course of conduct under the stalking definition.

G. STALKING

Stalking occurs when a person engages in a course of conduct directed at a specific person under circumstances that would cause a reasonable person to fear for the person's safety or the safety of others, or to experience substantial emotional distress. Stalking includes "cyber-stalking," a particular form of stalking in which a person uses electronic media, such as the internet, social networks, blogs, phones, texts, or other similar devices or forms of contact.

H. RETALIATION

Retaliation means any adverse action taken against a person for making a good faith report of Prohibited Conduct or participating in or being a party to any proceeding under this policy, including requesting supportive measures (remedial and/or protective) for the purpose of interfering with any right or privilege secured by this policy. Retaliation includes threatening, intimidating, discriminating, harassing, coercing and any other conduct that would discourage a reasonable person from engaging in activity protected under this policy. Retaliation may be present even where there is a finding of "no responsibility" on the allegations of Prohibited Conduct. Also, an individual may be found to have engaged in retaliation when they were not a party to the initial report of discrimination. Retaliation does not include good faith actions lawfully pursued in response to a report of Prohibited Conduct. In determining whether an act constitutes retaliation, the full context of the conduct will be considered, including the individual right to freedom of speech.

Retaliation can include, but is not limited to, actions taken by the university, actions taken by one student against another student, actions taken by an employee against another employee or student, or actions taken by a third-party against a student or employee. See UCF Policy 2-700 *Reporting Misconduct and Protection from Retaliation* for additional information on prohibited retaliation.

I. AIDING AND ABETTING

Aiding and abetting is any act taken with the purpose of aiding or facilitating the commission of an act of Prohibited Conduct by another person.

OBLIGATION TO PROVIDE TRUTHFUL INFORMATION

All university community members are expected to provide truthful information in any report, investigation, or proceeding under this policy. Submitting or providing false or misleading information in bad faith or with a view to personal gain or intentional harm to another in connection with an incident of Prohibited Conduct is prohibited and subject to disciplinary sanctions under *The Golden Rule Student Handbook* (for students or student organizations), and any other applicable and appropriate university policy and regulations (for employees). This provision does not apply to reports made or information provided in good faith, even if the facts alleged in the report are not later substantiated.

PROCEDURES AND ENFORCEMENT

The specific procedures for reporting, investigating, and resolving allegations of Prohibited Conduct are based upon the nature of the respondent's relationship to the university (student, employee, registered student organization, DSO, or third party). Each set of procedures referenced below is guided by the same principles of fairness and respect for complainants and respondents. The procedures referenced below provide for a prompt and equitable response to reports of Prohibited Conduct. The procedures designate specific timeframes for major stages of the process, provide for thorough and impartial investigations that afford the complainant and respondent notice and an opportunity to present witnesses and evidence, and assure equal and timely access to the information that will be used in determining whether a policy violation has occurred. The university applies the preponderance of the evidence standard when determining whether this policy has been violated. "Preponderance of the Evidence" is defined as that degree of relevant evidence which a reasonable mind, considering the record as a whole, might accept as sufficient to support a conclusion that the matter asserted is more likely to be true than not true.

A. WHERE THE RESPONDENT IS A STUDENT OR REGISTERED STUDENT ORGANIZATION

The procedures for responding to reports of Title IX Sexual Harassment and Prohibited Conduct committed by students and registered student organizations are detailed in UCF Policy 2-012 *Title IX Grievance Policy* and UCF's *The Golden Rule Student Handbook* (<http://goldenrule.sdes.ucf.edu/>).

B. WHERE THE RESPONDENT IS A UNIVERSITY OR DSO EMPLOYEE

The procedures for responding to reports of Title IX Sexual Harassment and Prohibited Conduct committed by employees and DSOs are detailed in UCF Policy 2-012 *Title IX Grievance Policy* and UCF's Office of Institutional Equity's *Investigation Procedures*.

<https://oie.ucf.edu/documents/OIEInvestigationProcedures.pdf>

C. WHERE THE RESPONDENT IS BOTH A STUDENT AND AN EMPLOYEE

- The student-respondent procedures will apply if the respondent's primary status is as a student.
- The employee-respondent procedures will apply if the respondent's primary status is as an employee.
- If there is a question as to the predominant role of the respondent, the university will determine which of the procedures applies based on the facts and circumstances (such as which role predominates in the context of the Title IX Sexual Harassment or Prohibited Conduct). Where a respondent is both a student and an employee, the respondent may be subject to any of the sanctions applicable to students or employees.

D. WHERE THE RESPONDENT IS A THIRD-PARTY

The university's ability to take appropriate corrective action against a third-party will be determined by the nature of the relationship of the third-party to the university. The university will determine the appropriate manner of resolution consistent with the university's commitment to a prompt and equitable process under federal law, federal guidance, and this policy.

E. ENFORCEMENT

A student, employee, or registered student organization determined by the university to have committed an act of Prohibited Conduct is subject to disciplinary action, up to and including permanent separation from the university. Third-parties or DSOs who commit acts of Prohibited Conduct may have their relationships with the university terminated and/or their privileges of being on university premises withdrawn.

RELATED INFORMATION

A. STUDENTS AS RESPONDENTS

The Golden Rule Student Handbook: <http://goldenrule.sdes.ucf.edu/>
Title IX Grievance Policy [UCF Policy 2-012 Title IX Grievance Policy](#)

B. EMPLOYEES AND THIRD PARTIES AS RESPONDENTS

Regulation UCF-3.001 Non-Discrimination; Affirmative Action Programs
http://regulations.ucf.edu/docs/notices/3.001Non-DiscrimAffirmActionsPrograms_Nov10.pdf

Regulation UCF-3.0134 Grievances Alleging Discrimination

http://regulations.ucf.edu/docs/notices/3.0134GrievancesAllegingDiscrimination_finalMay09_000.pdf

Office of Institutional Equity's Investigation Procedures

<https://oie.ucf.edu/documents/OIEInvestigationProcedures.pdf>

[UCF Policy 2-012 Title IX Grievance Policy](#)

[UCF Policy 2-700 Reporting Misconduct and Protection from Retaliation](#)

UCF Policy 2-015 Reporting Requirements Related to Nondiscrimination

C. STATE AND FEDERAL LAWS

This policy prohibits specific forms of behavior that violate state and federal laws, including but not limited to the following:

Florida Civil Rights Act of 1992

http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0700-0799/0760/0760PARTIContentsIndex.html

Title VI of the Civil Rights Act of 1964

<https://www.gpo.gov/fdsys/pkg/USCODE-2010-title42/pdf/USCODE-2010-title42-chap21-subchapV.pdf>

Title VII of the Civil Rights Act of 1964

<https://www.eeoc.gov/laws/statutes/titlevii.cfm>

Title IX of the Education Amendments of 1972

<https://www.gpo.gov/fdsys/pkg/USCODE-2013-title20/pdf/USCODE-2013-title20-chap38.pdf>

Section 503 and 504 of the Rehabilitation Act of 1973

<https://www.dol.gov/agencies/ofccp/section-503>

<https://www.dol.gov/agencies/oasam/centers-offices/civil-rights-center/statutes/section-504-rehabilitation-act-of-1973>

Americans with Disabilities Act of 1990

<https://www.eeoc.gov/americans-disabilities-act-1990-original-text>

Age Discrimination Act of 1975

<https://www.dol.gov/agencies/oasam/regulatory/statutes/age-discrimination-act>

Age Discrimination in Employment Act of 1967
<https://www.eeoc.gov/laws/statutes/adea.cfm>

Genetic Information Nondiscrimination Act of 2008
<https://www.eeoc.gov/laws/statutes/gina.cfm>

Equal Pay Act of 1963
<https://www.eeoc.gov/laws/statutes/epa.cfm>

Executive Order 11246
<https://www.dol.gov/agencies/ofccp/executive-order-11246/ca-11246>

Vietnam Era Veterans' Readjustment Assistance Act of 1974
<https://www.dol.gov/agencies/ofccp/vevraa>

CONTACTS

Office of Institutional Equity
12701 Scholarship Drive, Suite 101
Orlando, FL 32816-0030
Phone: 407-823-1336
Email: oie@ucf.edu
Websites: www.oie.ucf.edu and <https://letsbeclear.ucf.edu>.

INITIATING AUTHORITY

Vice President, University Compliance, Ethics, and Risk

POLICY APPROVAL (For use by the Office of the President)	
Policy Number: 2-004.3	
Initiating Authority and University Policies and Procedures Committee Chair:	 Date: <u>8/30/22</u>
President or Designee:	<div style="display: flex; align-items: center;"><div style="text-align: center;">Alexander Cartwright</div><div style="margin-left: 10px; font-size: small;"><div>Digitally signed by Alexander Cartwright</div><div>Date: 2022.09.16 09:09:36 -06'00'</div></div></div> <div style="margin-left: 20px;">Date: <u>9/16/2022</u></div>

History 2-004 6/9/2017; 2-004.1 11/30/2017; EP-20-4 8/13/2020; 2-004.2 10/14/2020

2-004.3 Nondiscrimination Policy 12

EXHIBIT C

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

SPEECH FIRST, INC.,

Plaintiff,

v.

Case No. 6:21-cv-313

ALEXANDER CARTWRIGHT, in his
individual capacity and his official capacity as
President of the University of Central Florida,

Defendant.

JOINT STIPULATION OF DISMISSAL

Per Federal Rule of Civil Procedure 41(a)(1)(A)(ii), Plaintiff and Defendant jointly stipulate to the dismissal of this action with prejudice.

Respectfully submitted,

Dated: _____, 2022

/s/ Cameron T. Norris

J. Michael Connolly (*pro hac vice*)
Cameron T. Norris (*pro hac vice*)
James F. Hasson (*pro hac vice*)
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