

## SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (“Agreement”) is entered into by and among YITZCHOK FRANKEL, JOSHUA GHAYOUM, EDEN SHEMUELIAN, and DR. KAMRAN SHAMSA (collectively, “Plaintiffs”) on the one hand, and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (the “Regents”); MICHAEL V. DRAKE; JULIO FRENK; DARNELL HUNT; MICHAEL J. BECK; MONROE GORDEN, JR.; and STEVE LURIE, in their official capacities (collectively, “Individual Defendants”), (together with the Regents, “Defendants”) on the other hand. Plaintiffs and Defendants are referred to herein individually as a “Party” and collectively as the “Parties.”

### RECITALS

On June 3, 2024, Plaintiffs filed *Frankel v. Regents of the University of California*, Case No. 2:24-cv-04702-MCS-PD (the “Action”) in the United States District Court for the Central District of California alleging, *inter alia*, violations of the United States Constitution, the California Constitution, Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 1983, 1985, 1986, the California Education Code, and the Ralph and Bane Civil Rights Acts occurring on the Los Angeles campus of the University of California (“UCLA”).

On August 13, 2024, the Court issued a preliminary injunction granting relief on Plaintiffs’ Free Exercise claims, requiring Defendants to ensure that Jewish students are afforded full and equal access to UCLA programs, activities, and facilities and enjoining Defendants from knowingly allowing or facilitating the exclusion of Jewish students.

On February 28, 2025, Plaintiffs filed a motion for summary judgment on their Free Exercise claims, seeking a permanent injunction.

On May 21, 2025, the Court granted the Individual Defendants’ motion for judgment on the pleadings in part, dismissing Plaintiffs’ Title VI claim against the Individual Defendants along with all other claims seeking compensatory and punitive damages against the Individual Defendants in their personal capacities, and declining to exercise supplemental jurisdiction over Plaintiffs’ state-law claims.

On July 18, 2025, the Parties notified the Court that they reached a settlement and intended to finalize the written settlement agreement by July 28, 2025. On the same date, the Court dismissed the action without prejudice pending submission of a consent judgment and execution of the settlement agreement.

The Parties have agreed upon a Consent Judgment and Permanent Injunction in the form attached as Exhibit A (“Consent Judgment”) that, upon approval by the Central District of California, and provided Defendants effectuate the payments described herein, will resolve Plaintiffs’ legal claims against Defendants in the First Amended Complaint through entry of a consent judgment.

Defendants deny all liability and wrongdoing alleged in the Action. The Parties nevertheless desire to avoid the expense, inconvenience, and risk of further litigation and agree to settle fully and finally all claims that were or could have been asserted in the Action on the terms set forth below.

## TERMS OF AGREEMENT

1. Settlement Measures. In exchange for the promises and warranties of Plaintiffs as set forth below, the Defendants agree as follows:

- a. Injunctive Relief. Within three (3) calendar days after the last date that any Party signs this Agreement (that date, the “Effective Date”), Defendants shall stipulate to the Court’s entry of a stipulated Consent Judgment including, without limitation, a permanent injunction by the Court setting forth the following terms:
  - i. The Regents, the President of the University of California, the Chancellor of the University of California, Los Angeles, the Executive Vice Chancellor and Provost, the Administrative Vice Chancellor, the Vice Chancellor of Student Affairs, and the Associate Vice Chancellor for Campus and Community Safety, in their official capacities (collectively the “Enjoined Parties”)—are enjoined from offering any of UCLA’s ordinarily available programs, activities, or campus areas to students, faculty, and/or staff if Enjoined Parties know the ordinarily available programs, activities, or campus areas are not fully and equally accessible to Jewish students, faculty, and/or staff.
  - ii. Enjoined Parties are prohibited from knowingly allowing or facilitating the exclusion of Jewish students, faculty, and/or staff from ordinarily available portions of UCLA’s programs, activities, and/or campus areas, whether as a result of a de-escalation strategy or otherwise.
  - iii. For purposes of this order, all references to the exclusion of Jewish students, faculty, and/or staff shall include exclusion of Jewish students, faculty and/or staff based on religious beliefs concerning the Jewish state of Israel.
  - iv. Nothing in this order prevents Enjoined Parties from excluding any student, faculty member, or staff member, including Jewish students, faculty, and/or staff, from ordinarily available programs, activities, and campus areas pursuant to UCLA code of conduct standards applicable to all UCLA students, faculty, and/or staff.
  - v. Nothing in this order requires Enjoined Parties to immediately cease providing medical treatment at hospital and medical facilities, fire department services, and/or police department services. However, Enjoined Parties remain obligated to take all necessary steps to ensure that

such services and facilities remain fully and equally open and available to Jewish students, faculty, and/or staff.

- vi. This injunction shall take effect as of the date of its entry by the Court, and remain in effect for a term of fifteen (15) years from that date (the final date being the “Termination Date”). The Termination Date may be extended to a later date set by the Court if, upon request by the Court, Enjoined Parties are unable to demonstrate that violations are unlikely to recur in the absence of a decree extending the Termination Date.
  - vii. The Court will retain jurisdiction to enforce the Consent Judgment and the injunction therein.
- b. All Actions Necessary. The Parties agree to undertake all actions necessary to ensure that the Court enters the Consent Judgment.
- c. Payments.
- i. Within twenty-one (21) calendar days from the date that the Court enters the stipulated injunctive relief, Defendants will pay a total amount of \$6,450,000.00, divided into two separate sums:
    - 1. \$320,000.00 (the “Initiative Payment”) that will be paid by Defendants into a dedicated UCLA account, which amount represents additional funds than those already committed by UCLA; and
    - 2. \$6,130,000.00 (the “Plaintiffs Payment”) jointly to Plaintiffs and to the undersigned Plaintiffs’ attorneys and law firms.
  - ii. Prevailing Party. By agreeing to make the Payments, Defendants in no way admit that Plaintiffs are or would be a prevailing party in the Action.
  - iii. Initiative Payment. Defendants will make the Initiative Payment by payment into a UCLA-controlled account dedicated solely to supporting the UCLA Initiative to Combat Antisemitism.
  - iv. Plaintiffs Payment. Defendants will make the Plaintiffs Payment by wire transfer or check to a non-interest-bearing IOLTA Account (the “Plaintiffs’ Counsel Client Trust Account”) designated by counsel for Plaintiffs, and the Plaintiffs Payment will be held in the Plaintiffs’ Counsel Client Trust Account until funds are distributed by counsel for Plaintiffs as follows:
    - 1. \$50,000.00 in compensation to each Plaintiff, for a total of \$200,000.00;

2. \$2,330,000.00 for charitable contributions to the following nonprofit entities for the purpose of combatting antisemitism and/or supporting the Jewish campus community. Plaintiffs will make the charitable distributions no more than thirty (30) days from the date the Plaintiffs Payment is effected.
  - a. Hillel at UCLA
  - b. Academic Engagement Network
  - c. Anti-Defamation League
  - d. Jewish Federation Los Angeles—Campus Impact Network
  - e. Chabad of UCLA
  - f. The Film Collaborative, Inc. for the purpose of producing the short film *Lost Alone*
  - g. Jewish Graduate Organization
  - h. Orthodox Union—Jewish Learning Initiative on Campus
3. \$3,600,000.00 to be allocated in accordance with agreements regarding fees and costs as may be agreed among Plaintiffs, Plaintiffs' counsel, and Plaintiffs' law firms.

2. General Release of Claims. Except as set forth in this Agreement and in the Consent Judgment, Plaintiffs unconditionally, irrevocably, and absolutely release and discharge the Defendants, as well as their present or former employees, officers, agents, attorneys, affiliates, successors, assigns and all other representatives of the Defendants, including but not limited to individual members of the Board of Regents (collectively, "Released Parties"), from all claims made or could have been made in the Action (including claims for attorney's fees and costs) (collectively, "Released Claims"). Notwithstanding the foregoing, Plaintiff Shamsa's Released Claims do not include any claims that may be brought under Title VII of the Civil Rights Act of 1964 ("Title VII") or California Fair Employment and Housing Act ("FEHA") against any of the Released Parties based on the allegations set forth in his March 27, 2025 Equal Employment Opportunity Commission ("EEOC") Charge No. 480-2025-02489, the resulting May 23, 2025 EEOC Letter of Determination, or the June 20, 2025 EEOC referral to the United States Department of Justice. Plaintiff Shamsa releases Title VII and FEHA claims, but only to the extent that the preclusive effect of a final judgment on the merits for any claim in the Action would preclude such claim by operation of law, including but not limited to any precluded claim that arises out of the same transaction or occurrence as the allegations set forth in paragraphs 414 – 433 of the First Amended Complaint in the Action. Nothing in this Section shall be construed to prevent the Parties from enforcing the terms of this Settlement Agreement or the Consent Judgment and Permanent Injunction, or to prevent Plaintiffs from continuing to press their claims if the Consent Judgment is invalidated in any proceeding brought by a non-party to this Settlement

Agreement, including any appeal taken by Proposed Intervenor in the Action. Nothing in this Agreement shall be construed as waiver or limitation of the Released Parties' defenses to pending or future actions or proceedings. Further, the release described in this Section is in consideration of, and will not take effect until, both the Court's entry of the Consent Judgment and the effectuation of the Plaintiffs Payment.

3. 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 they know or believe to exist with respect to a Released Claim. They 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.

4. California Civil Code Section 1542 Waiver. Plaintiffs 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.

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

5. Choice of Law and Conflict Resolution. This Agreement shall be governed by and construed in accordance with California law, without regard for or application of any conflict-of-law principles. The Court shall retain jurisdiction over any dispute arising from this Settlement Agreement.

6. No Prior Assignments or Liens. Plaintiffs represent and warrant that they have not assigned to any other person or entity any Released Claim.

7. No Admissions. By entering into this Agreement, Defendants shall not be deemed or construed to have admitted to any liability for the allegations in the Action. The Parties agree that it is their mutual intention that neither this Agreement nor any terms hereof shall be admissible in any other or future proceedings against Plaintiffs or Defendants, except a proceeding to enforce this Agreement.

8. Attorney's Fees and Costs. Except as otherwise set forth herein, Plaintiffs and Defendants agree to bear their own attorney's fees and expenses incurred in connection with the Action, or any Released Claim.

9. Severability. Should it be determined by a court of competent jurisdiction that any term of this Agreement is unenforceable, that term shall be deemed to be deleted. However, the validity and enforceability of the remaining terms shall not be affected by the deletion of the unenforceable term(s).

10. Modifications. This Agreement may be amended only by a written instrument executed by all Parties hereto.

11. Cooperation. The Parties agree to do all things necessary and to execute all further documents necessary and appropriate to carry out and effectuate the terms and purposes of this Agreement.

12. Covenant Not to Sue. Plaintiffs agree, to the fullest extent permitted by law, that Plaintiffs will not initiate or file a lawsuit to assert any Released Claims. If any such lawsuit is brought, this Agreement will constitute an affirmative defense thereto.

13. Interpretation; Construction. The headings set forth in this Agreement are for convenience only and shall not be used in interpreting this Agreement. This Agreement has been drafted by legal counsel representing the Defendants, but Plaintiffs and their counsel have fully participated in the negotiation of its terms. Plaintiffs acknowledge they have had an opportunity to review and discuss each term of this Agreement with legal counsel and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, together, all counterparts form one single Agreement. A facsimile or .pdf signature shall be deemed an original signature, and a signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) and shall have the same legal effect as an original executed copy of this Agreement.

15. Advice of Counsel. The parties declare and represent that they are executing this Agreement with full advice from their respective legal counsel, and that this Agreement shall not be subject to any claim of mistake regardless of the adequacy or inadequacy of the consideration and each intends the releases herein, subject to the terms and conditions set forth herein, to be final and complete as between Plaintiffs and Defendants. The Parties acknowledge that they have entered into this Agreement voluntarily, on the basis of their own judgment and without coercion. The Parties have read this Agreement and are fully aware of its contents and legal effect.

16. Condition Precedent. This Agreement shall not be binding unless the Court enters the Consent Judgment and Permanent Injunction.

17. Authorization. The undersigned representatives of each party certify that they are fully authorized by the party or parties they respectively represent to execute this Settlement Agreement.

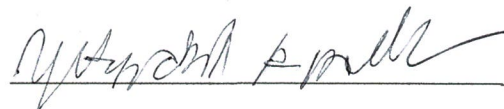
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PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND RELEASE INCLUDES A RELEASE OF CLAIMS.

WHEREFORE, THE PARTIES HAVE VOLUNTARILY EXECUTED THIS AGREEMENT ON THE DATES SHOWN BELOW.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]**

Dated: 7/28/25



Yitzchok Frankel

Dated: \_\_\_\_\_

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Joshua Ghayoum

Dated: \_\_\_\_\_

\_\_\_\_\_

Eden Shemuelian

Dated: \_\_\_\_\_

\_\_\_\_\_

Dr. Kamran Shamsa



Dated: \_\_\_\_\_

\_\_\_\_\_  
Yitzchok Frankel

Dated: July 28, 2025

\_\_\_\_\_  
  
Joshua Ghayoum

Dated: \_\_\_\_\_

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Eden Shemuelian

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Dr. Kamran Shamsa

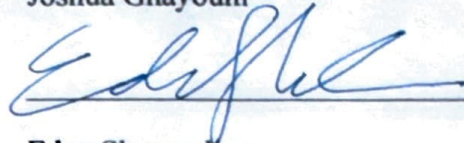
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Yitzchok Frankel

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Joshua Ghayoum

Dated: 7/28/2025

  
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Eden Shemuellan

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Dr. Kamran Shamsa

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Yitzchok Frankel

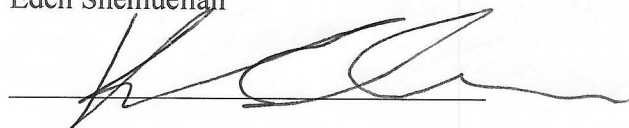
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Joshua Ghayoum

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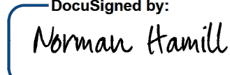
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Eden Shemuelian

Dated: 7/28/2025

  
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Dr. Kamran Shamsa

Dated: 7/28/2025 | 10:10:46 PM PDT

The Regents of the University of  
California; Michael V. Drake; Julio Frenk;  
Darnell Hunt; Michael J. Beck; Monroe  
Gorden, Jr.; and Steve Lurie, in their  
official capacities

By:   
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Managing Counsel  
University of California Legal

ACKNOWLEDGED

Dated: \_\_\_\_\_

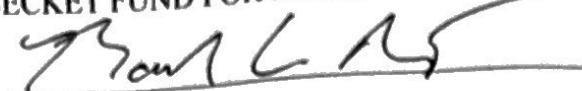
By: \_\_\_\_\_

Chief Risk Officer  
University of California

APPROVED AS TO FORM AND SUBSTANCE:

THE BECKET FUND FOR RELIGIOUS LIBERTY

By:



Mark Rienzi

Attorney for YITZCHOK FRANKEL, JOSHUA GHAYOUM, EDEN  
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O'MELVENY & MYERS LLP

By:

  
Meaghan VerGow

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BECK; MONROE GORDEN, JR.; and STEVE LURIE

APPROVED AS TO FORM AND SUBSTANCE:

THE BECKET FUND FOR RELIGIOUS LIBERTY

By: \_\_\_\_\_

Mark Rienzi

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SHEMUELIAN, and DR. KAMRAN SHAMSA

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## **EXHIBIT A**

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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

YITZCHOK FRANKEL *et al.*,

Plaintiffs,

v.

REGENTS OF THE UNIVERSITY  
OF CALIFORNIA *et al.*,

Defendants.

Case No.: 2:24-cv-04702

**[PROPOSED] CONSENT  
JUDGMENT AND  
PERMANENT INJUNCTION**

Judge: Hon. Mark C. Scarsi  
Courtroom: 7C

**[PROPOSED] CONSENT JUDGMENT AND PERMANENT INJUNCTION**



1 [Counsel continued from previous page]

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10 Rhonda Goldstein (S.B. #250387)

11 Norman Hamill (S.B. #154272)

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15 Telephone: (510) 987-9800

16 Facsimile: (510) 987-9757

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6 *\*Admitted pro hac vice*

7 *Not admitted to the D.C. Bar; admitted only in Texas. Supervised by*  
8 *licensed D.C. Bar members*

1 Plaintiffs Yitzchok Frankel; Joshua Ghayoum; Eden Shemuelian; and  
2 Dr. Kamran Shamsa (“Plaintiffs”) and Defendants The Regents of the  
3 University of California; Michael V. Drake; Julio Frenk; Darnell Hunt;  
4 Michael Beck; Monroe Gorden, Jr.; and Steve Lurie (“Defendants”)  
5 (collectively, the “Parties”) have agreed to enter into this Consent  
6 Judgment and Permanent Injunction (“Consent Judgment”) in  
7 conjunction with their Settlement Agreement, as follows, in order to  
8 resolve all claims in this case, including Plaintiffs’ claims under the Free  
9 Exercise Clause.

10 Subject to the Court’s approval of this Consent Judgment, the Parties,  
11 desiring that this action be settled by the appropriate consent judgment  
12 and without the burden of protracted litigation, agree to the jurisdiction  
13 of this Court over the Parties and the subject matter of this action,  
14 including for purposes of enforcement of the Consent Judgment. Subject  
15 to the Court’s approval of this Consent Judgment, the Parties waive a  
16 hearing and findings of fact and conclusions of law on all issues.

17 The Parties further agree that, in conjunction with their Settlement  
18 Agreement, this Consent Judgment will resolve all issues raised in the  
19 First Amended Complaint, and is final and binding on the Parties and  
20 their respective officials, agents, employees, and successors, and all  
21 persons acting on their behalf or in active concert and in participation  
22 with them. The Parties have also entered into a separate Settlement  
23 Agreement to fully and finally resolve the entire dispute between them.

24 The Parties agree that they shall not appeal from any ruling that  
25 adopts this Consent Judgment. The Parties further agree that they will  
26 defend the terms of this Consent Judgment if it is challenged in court.  
27 However, they reserve the right to seek reconsideration or appeal should  
28

1 the Court not enter the entirety of the relief agreed to herein. The Parties  
2 request that this Court enter the Consent Judgment without  
3 modification.

4 Additionally, if this Consent Judgment is adopted by the Court and  
5 Defendants make the payments described in their separate Settlement  
6 Agreement, entry of this Consent Judgment shall constitute final and  
7 complete resolution of this action.

### 8 **INJUNCTION AND ORDER**

9 Accordingly, in light of the foregoing and upon the Parties' consent,  
10 the Court **ORDERS** as follows:

11 1. The Court has determined that it has jurisdiction over the matters  
12 alleged in Plaintiffs' First Amended Complaint and that venue is proper  
13 in this Court.

14 2. The Court has determined that this Consent Judgment is fair,  
15 reasonable, equitable, lawful, and in the public interest.

16 3. The Court further **ORDERS** the following:

17 a. The Regents of the University of California, President of the  
18 University of California, the Chancellor of UCLA, the Executive Vice  
19 Chancellor and Provost of UCLA, the Administrative Vice Chancellor of  
20 UCLA, the Vice Chancellor of Student Affairs of UCLA, and the Associate  
21 Vice Chancellor for Campus and Community Safety of UCLA—in their  
22 official capacities (collectively, the "Enjoined Parties")—are enjoined  
23 from offering any of UCLA's ordinarily available programs, activities, or  
24 campus areas to students, faculty, and/or staff if the Enjoined Parties  
25 know the ordinarily available programs, activities, or campus areas are  
26 not fully and equally accessible to Jewish students, faculty, and/or staff.  
27

1           b. The Enjoined Parties are prohibited from knowingly allowing or  
2 facilitating the exclusion of Jewish students, faculty, and/or staff from  
3 ordinarily available portions of UCLA's programs, activities, and/or  
4 campus areas, whether as a result of a de-escalation strategy or  
5 otherwise.

6           c. For purposes of this order, all references to the exclusion of  
7 Jewish students, faculty, and/or staff shall include exclusion of Jewish  
8 students, faculty, and/or staff based on religious beliefs concerning the  
9 Jewish state of Israel.

10          d. Nothing in this order prevents the Enjoined Parties from  
11 excluding any student, faculty member, or staff member, including  
12 Jewish students, faculty, and/or staff, from ordinarily available  
13 programs, activities, and campus areas pursuant to UCLA code of  
14 conduct standards applicable to all UCLA students, faculty, and/or staff.

15          e. Nothing in this order requires the Enjoined Parties to  
16 immediately cease providing medical treatment at hospital and medical  
17 facilities, fire department services, and/or police department services.  
18 However, the Enjoined Parties remain obligated to take all necessary  
19 steps to ensure that such services and facilities remain fully and equally  
20 open and available to Jewish students, faculty, and/or staff.

21          f. This injunction shall take effect as of the date of its entry by the  
22 Court, and remain in effect for a term of fifteen (15) years from that date  
23 (the final date being the "Termination Date"). The Termination Date may  
24 be extended to a later date set by the Court if, upon request by the Court,  
25 the Enjoined Parties are unable to demonstrate that violations are  
26 unlikely to recur in the absence of a decree extending the Termination  
27 Date.

1       4. The Court **FURTHER ORDERS** that it shall retain jurisdiction  
2 over this action for purposes of implementing and enforcing this Consent  
3 Judgment and any additional orders necessary, including over any  
4 disputes arising from the Enjoined Parties' compliance with the  
5 injunction described above or the Parties' compliance with the separate  
6 Settlement Agreement.

7  
8  
9       **IT IS SO ORDERED.**

10  
11  
12  
13       Dated: \_\_\_\_\_

\_\_\_\_\_  
The Honorable Mark C. Scarsi  
United States District Judge