

UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA

<p>AMERICAN CIVIL LIBERTIES UNION OF MINNESOTA,</p> <p>Plaintiff,</p> <p>vs.</p> <p>TAREK IBN ZIYAD ACADEMY, et al.</p> <p>Defendants.</p>	<p>Court File No.: 09-cv-00138 (DWF/JJG)</p> <p><b>STIPULATED SETTLEMENT AGREEMENT BY AND AMONG PLAINTIFF AND DEFENDANTS MAHROUS KANDIL AND ASIF RAHMAN</b></p>
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THIS SETTLEMENT AGREEMENT ("Agreement") is by and among the American Civil Liberties Union of Minnesota ("ACLU"), Asif Rahman ("Rahman"), and Mahrous Kandil ("Kandil") (collectively, "the Parties"), and is effective February 29, 2012.

WHEREAS, consistent with the settlement terms read into the Court record on February 29, 2012, the ACLU has resolved all claims it has or may have against Rahman and Kandil in the above captioned action ("Action"), while preserving all claims it has or may have against other defendants in the Action; and

WHEREAS, the ACLU, Rahman, and Kandil now seek to memorialize in writing those settlement terms;

NOW THEREFORE, the Parties agree as follows:

1. Agreement Not To Serve. Rahman and Kandil shall not serve as an officer, director, or board member of a Minnesota public charter school for a period of three years, commencing on February 29, 2012, and concluding on March 1, 2015.
2. No Admission. This agreement does not constitute an admission by Rahman or Kandil of guilt, liability, or violation of law.
3. Release by the ACLU. The ACLU and its past, present and future agents, representatives, principals, attorneys, affiliates, parent corporations, subsidiaries, officers, directors, employees, predecessors, successors, insurers and reinsurers release, discharge and hold harmless Rahman and Kandil, individually and collectively, and their respective past, present and

future agents, representatives, attorneys, heirs and assigns from any and all claims, actions, demands and causes of action of any kind, whether in law or in equity, known or unknown or suspected or unsuspected, from the beginning of time through February 29, 2012, which the ACLU now has or may ever have, including but not limited to any claim pertaining to or arising out of the Action, or Messrs. Rahman's or Kandil's past activities with respect to the Minnesota Education Trust (MET). This Release is in no way intended to release any claims by the ACLU against the other parties to the Action, and the ACLU does not waive any future claims based upon any breach of this Agreement.

4. Release by Rahman and Kandil. Rahman and Kandil release, discharge and hold harmless the ACLU and its past, present and future agents, representatives, principals, attorneys, affiliates, parent corporations, subsidiaries, officers, directors, employees, predecessors, successors, insurers, reinsurers, and assigns from any and all claims, actions, demands and causes of action of any kind, whether in law or in equity, known or unknown or suspected or unsuspected, from the beginning of time through February 29, 2012, which they now have or may ever have, including but not limited to any claim pertaining to or arising out of the Action. Rahman and Kandil do not waive any future claims based upon any breach of this Agreement.
5. Reservation of Rights. The ACLU expressly reserves all claims or causes of action it has or may have against any person or entity other than those specifically released in this Agreement, including claims for repayment of public funds or for recovery of attorney fees.
6. Disposition of the Litigation. Within ten days of execution of this Agreement by all Parties, counsel for the ACLU, Rahman, and Kandil shall execute and file with the Court a Stipulation of Dismissal with Prejudice as to all claims asserted by the ACLU against Rahman and Kandil, with each party to bear its own attorney fees and costs. The Stipulation for Dismissal and Proposed Order shall be in the form attached hereto as Exhibit A.
7. Court's Retention of Jurisdiction. The Court shall retain jurisdiction over this matter for a period of time between one year and three years, the exact time to be determined by the Court following letter submissions by the parties according to a schedule to be set by the Court.
8. Entire Agreement. This Agreement constitutes the entire agreement among the Parties, and no modification of this Agreement and/or other promises or

agreements shall be binding unless in writing and signed by all the parties thereto.

9. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

Dated: July 13, 2012

AMERICAN CIVIL LIBERTIES  
UNION OF MINNESOTA

By: Charles Samu  
Its Executive Director

Dated: \_\_\_\_\_, 2012

ASIF RAHMAN

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

Dated: \_\_\_\_\_, 2012

MAHROUS KANDIL

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

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- 9. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

Dated: \_\_\_\_\_, 2012

AMERICAN CIVIL LIBERTIES UNION OF MINNESOTA

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

Its \_\_\_\_\_

Dated: July 15, 2012

ASIF RAHMAN

By: Asif Rahman

Dated: \_\_\_\_\_, 2012

MAHROUS KANDIL

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

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Dated: \_\_\_\_\_, 2012

AMERICAN CIVIL LIBERTIES  
UNION OF MINNESOTA

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

Its \_\_\_\_\_

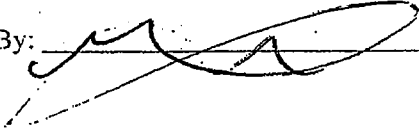
Dated: \_\_\_\_\_, 2012

ASIF RAHMAN

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

Dated: 7/16/, 2012

MAHROUS KANDIL

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

**Exhibit 2**

**Exhibit 2**

**Exhibit 2**