

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

AMERICAN CIVIL LIBERTIES UNION
OF MINNESOTA,

Plaintiff,

vs.

TAREK IBN ZIYAD ACADEMY, et al.

Defendants.

Court File No.: 09-cv-00138 (DWF/JJG)

**STIPULATED SETTLEMENT AGREEMENT
BETWEEN PLAINTIFF AND DEFENDANT
ASAD ZAMAN**

Pursuant to the Stipulated Settlement Agreement placed on the record by the Court and the parties before the Honorable Magistrate Judge Jeanne Graham on April 5, 2012, Plaintiff American Civil Liberties Union of Minnesota and Defendant Asad Zaman stipulate and agree as follows:

1. Mr. Zaman admits no liability or wrongdoing as part of this settlement or otherwise.
2. For three years beginning April 5, 2012, Mr. Zaman shall not serve as an officer, director, or administrator (defined as executive director, principal, assistant principal, headmaster, or program director) of a Minnesota public charter school, and shall not be a leader of an educational studies program at a Minnesota public charter school.
3. Within 30 days of April 5, 2012, Mr. Zaman, through his counsel, shall produce to counsel for the ACLU the remaining non-Privileged and non-Private Data, as those terms are defined in the Court's Orders identified as Court Docket Nos. 580 and

597, with the completeness of such production, including review of withheld documents, to be confirmed by Mr. Zaman's counsel at Johnson & Condon. Mr. Zaman's counsel at Johnson & Condon shall retain the Expert Search Devices (ESD) (both the ESD (Control) and ESD (Search)), as that term is defined in Court Docket Nos. 580 and 597, until the later of:

- (i) the District Court's dismissal of the Plaintiff's claims against Mr. Zaman in this action, Court File 09-138 (without regard to the pending appeal in the above entitled action initiated by Islamic Relief USA [Doc. 708]); or
- (ii) the conclusion with finality including any appeals (but without regard to pending appeal of Islamic Relief USA [Doc. 708] referenced in paragraph 3(i)) of the matter entitled *In Re Tarek ibn Ziyad Academy*, Bky Case No. 11-34372, United States Bankruptcy Court for the District of Minnesota (*TiZA* Bankruptcy Action).

Thereafter, after written notice to counsel for the ACLU, all ESD devices and all data stored on such devices shall be returned to Mr. Zaman.

4. Within twelve (12) months of April 5, 2012, Mr. Zaman shall pay seventeen thousand five hundred dollars (\$17,500) to the State of Minnesota.

5. Mr. Zaman shall withdraw or otherwise waive any claim (including but not limited to Claim Nos. 75 and 76) submitted in the *TiZA* Bankruptcy Action within one week of April 5, 2012. Counsel for Mr. Zaman shall provide a copy of the withdrawal/waiver notice to counsel for the ACLU.

6. Subject to the Court's retention of jurisdiction described in paragraph 7 below, Plaintiff dismisses all claims against Asad Zaman with prejudice and on the merits, and without costs, disbursements, or fees to any party.

7. The Court shall retain jurisdiction over this Stipulated Settlement Agreement for a period of time not to exceed three years, the exact time to be determined by the Court, following letter submissions by the parties according to a schedule set by the Court.

8. This Stipulated Settlement Agreement and the ACLU's agreement to dismiss with prejudice its claims against Asad Zaman is in no way intended to release or dismiss any claims by the ACLU against any other party to the above-entitled action.

Dated: July 13, 2012.

American Civil Liberties Union of
Minnesota
By: Charles Lerner
Its: Executive Director

Dated: _____, 2012.

Asad Zaman

6. Subject to the Court's retention of jurisdiction described in paragraph 7 below, Plaintiff dismisses all claims against Asad Zaman with prejudice and on the merits, and without costs, disbursements, or fees to any party.

7. The Court shall retain jurisdiction over this Stipulated Settlement Agreement for a period of time not to exceed three years, the exact time to be determined by the Court, following letter submissions by the parties according to a schedule set by the Court.

8. This Stipulated Settlement Agreement and the ACLU's agreement to dismiss with prejudice its claims against Asad Zaman is in no way intended to release or dismiss any claims by the ACLU against any other party to the above-entitled action.


American Civil Liberties Union of
Minnesota

Dated: _____, 2012.

By: _____

Its: _____

Dated: 7/16/, 2012.



Asad Zaman

Dated: 7/19, 2012

JOHNSON & CONDON, P.A.



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ATTORNEYS FOR DEFENDANT ASAD ZAMAN

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Dated: _____, 2012

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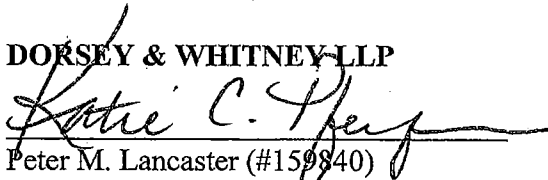
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