

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF IOWA
CENTRAL DIVISION

JACOB DAGEL,

Plaintiff,

v.

DES MOINES AREA COMMUNITY
COLLEGE; TERRY HARRISON, Security
Officer at Des Moines Area Community
College, in his individual capacity,

Defendants.

Case No. 4:13-cv-170

CONSENT ORDER

Final resolution of this matter and controversy has been settled by the parties, and accepted by this Court, as reflected herein.

Plaintiff filed his Verified Complaint on April 15, 2013, seeking injunctive, declaratory and monetary relief for the violation of his constitutional rights. Plaintiff then moved for a preliminary injunction against Defendants' Solicitation and Recruitment Policy. While the motion was pending, the parties stipulated to a permanent injunction against the Solicitation and Recruitment Policy, which the Court entered on May 6, 2013.

In order to resolve this action, the parties have negotiated a settlement which is memorialized in the following consent order.

IT IS HEREBY ORDERED:

1. In satisfaction of Plaintiff's claims for declaratory and injunctive relief, the Stipulated Permanent Injunction signed by the Court remains in effect indefinitely.
2. In satisfaction of Plaintiff's claims for damages, Defendants agree to pay Plaintiff one hundred dollars (\$100) in nominal damages.
3. In satisfaction of Plaintiff's claims for attorneys' fees and costs under 42 U.S.C. § 1988, Defendants agree to pay the sum of thirteen thousand seven hundred sixteen dollars and forty-six cents (\$13,716.46) to Plaintiff's counsel.

4. All of the actions by Defendants in Paragraphs 2-3 shall be completed within thirty (30) days of the entry of this Order.

5. Plaintiff has signed a Release of All Claims, attached to this Order at Exhibit 1.

6. This settlement and the consent to this Order by the Defendants are not admissions of any liability whatsoever for any wrongdoing with respect to Plaintiff or the Defendants' policies as previously enacted by the Defendants and/or by any person, employee, agent, or representative of Des Moines Area Community College, but is in compromise of a disputed claim.

7. This Consent Order is made in full satisfaction of Plaintiff's claims contained in his Verified Complaint.

8. Pursuant to this Order, Plaintiff's Verified Complaint is dismissed with prejudice, each party to bear their own costs, immediately upon the entry of this Order.

9. The Court retains jurisdiction of this action solely for the purpose of enforcing this Order, should such need arise.

SO ORDERED this 29th day of May, 2013.



Hon. John A. Jarvey
United States District Judge

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WE CONSENT TO THE FORM AND ENTRY OF THE ABOVE ORDER:

JACOB DAGEL, Plaintiff,

DES MOINES AREA COMMUNITY
COLLEGE and TERRY HARRISON,
Defendants,

By his Attorneys,

By their Attorneys,

/s/David J. Hacker

DAVID J. HACKER*

California Bar No. 249272

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ALLIANCE DEFENDING FREEDOM

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/s/Randall H. Stefani

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*Admitted pro hac vice.

EXHIBIT 1

RELEASE OF ALL CLAIMS

FOR AND IN CONSIDERATION OF the payment to the undersigned of \$100.00, payment of attorney fees in the amount of \$13,716.46, the permanent injunction entered May 6, 2013, and other good and valuable consideration, I, Jacob Dagel, being of lawful age, have released and discharged, and by these presents do for myself, my heirs, executors, administrators and assigns, release, acquit and forever discharge Des Moines Area Community College, Terry Harrison and Securitas USA, their employees, agents, representatives, successors and assigns and any and all other persons, firms and corporations (collectively "Released Parties") of and from any and all actions, causes of action, claims for past or future contribution or indemnity, demands, damages, costs, loss of service, companionship, society, consortium, expenses, compensation, and all consequential damage I may have against the Released Parties as of the date of signing this release with respect to all claims arising out of the facts alleged in the litigation entitled, *Jacob Dagel v. Des Moines Area Community College, et al.*, in the United States District Court for the Southern District of Iowa, Central Division, Case Number 4:13-cv-170.

I understand that this settlement is the compromise of doubtful and disputed claims, and that the payment is not to be construed as an admission of liability on the part of the Released Parties by whom liability is expressly denied.


This release and the Consent Order agreed to by the parties contain the ENTIRE AGREEMENT between the parties hereto, and the terms of this release are contractual and not a mere recital.

I further state that I have carefully read the foregoing release and know the contents thereof, and I sign the same as my own free act.

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WITNESS my/our hand and seal this 25 day of May, 2013.

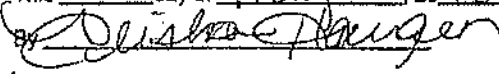
CAUTION! READ BEFORE SIGNING


Jacob Dagel

IN THE PRESENCE OF:

State of ~~the~~ Minnesota
County of Otter Tail

Notary Public

The foregoing instrument was acknowledged before me
This 25th day of May, 2013


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Notary Public