

Ventura Superior Court Accepted through eDelivery submitted 11-15-2021 at 11:56:11 AM

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

CALIFORNIA LUTHERAN UNIVERSITY, LORI E. VARLOTTA, PhD, CHRIS KIMBALL, PhD, and DOES 1 through 100, inclusive

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

ELTON WILLIAM GALLEGLY

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

**Electronically
FILED**

by Superior Court of California
County of Ventura

11/15/2021

Brenda L. McCormick
Executive Officer and Clerk

Cristal Alvarez
Cristal Alvarez
Deputy Clerk

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF VENTURA
800 S. Victoria Avenue
Ventura, CA 93009

CASE NUMBER:
(Número del Caso):

56-2021-00560108-CU-BC-VTA

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Charles E. Slynstad, SBN 89103, Burke, Williams & Sorensen, LLP
444 S. Flower Street, Suite 2400, Los Angeles, CA 90071

Telephone: (213)236-0600; Facsimile: (213)236-2700

DATE: 11/15/2021

(Fecha)

Brenda L. McCormick

Clerk, by
(Secretario)

Cristal Alvarez
Cristal Alvarez

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):

- ☒ on behalf of (specify): California Lutheran University

- under:
- | | |
|--|---|
| <input type="checkbox"/> CCP 416.10 (corporation) | <input type="checkbox"/> CCP 416.60 (minor) |
| <input type="checkbox"/> CCP 416.20 (defunct corporation) | <input type="checkbox"/> CCP 416.70 (conservatee) |
| <input type="checkbox"/> CCP 416.40 (association or partnership) | <input type="checkbox"/> CCP 416.90 (authorized person) |
| <input checked="" type="checkbox"/> other (specify): accredited institute of higher learning | |

- ☐ by personal delivery on (date):

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF VENTURA**

800 South Victoria Avenue
Ventura , CA 93009
(805) 289-8525
WWW.VENTURA.COURTS.CA.GOV

NOTICE OF CASE ASSIGNMENT AND MANDATORY APPEARANCE

Case Number: 56-2021-00560108-CU-BC-VTA

Your case has been assigned for all purposes to the judicial officer indicated below.

A copy of this Notice of Case Assignment and Mandatory Appearance shall be served by the filing party on all named Defendants/Respondents with the Complaint or Petition, and with any Cross-Complaint or Complaint in Intervention that names a new party to the underlying action.

ASSIGNED JUDICIAL OFFICER	COURT LOCATION	DEPT/ROOM
Hon. Henry Walsh	Ventura	42
HEARING		
EVENT DATE	EVENT TIME	EVENT DEPT/ROOM

SCHEDULING INFORMATION

Judicial Scheduling Information

APPEARANCE AT THE ABOVE HEARING IS MANDATORY.

Each party must file a Case Management Statement no later than 15 calendar days prior to the hearing and serve it on all parties. If your Case Management Statement is untimely, it may NOT be considered by the court (CRC 3.725).

If proof of service and/or request for entry of default have not been filed: At the above hearing you are ordered to show cause why you should not be compelled to pay sanctions and/or why your case should not be dismissed (CCP 177.5, Local Rule 3.17).

Advance Jury Fee Requirement

At least one party demanding a jury trial on each side of a civil case must pay a non-refundable jury fee of \$150. The non-refundable jury fee must be paid timely pursuant to Code of Civil Procedure section 631.

Noticed Motions/Ex Parte Matters

To set an ex parte hearing, contact the judicial secretary in the assigned department. Contact the clerk's office to reserve a date for a law and motion matter.

Telephonic Appearance

Telephonic appearance at the Case Management Conference is permitted pursuant to CRC 3.670. In addition, see Local Rule 7.01 regarding notice to the teleconference provider. The court, through the teleconference provider, will contact all parties and counsel prior to the hearing.

Date: 11/18/2021

Clerk of the Court,
By: *Cristal Alvarez*
Cristal Alvarez, Clerk

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Charles E. Slynstad, SBN 89103 BURKE, WILLIAMS & SORESENSEN, LLP 444 S. Flower Street, Suite 2400 Los Angeles, CA 90071 TELEPHONE NO.: 213-236-0600 FAX NO.: 213-236-2700		<div style="border: 1px solid black; padding: 5px;"> <p>FOR COURT USE ONLY</p> <p>Electronically FILED</p> <p>by Superior Court of California County of Ventura</p> <p>11/15/2021</p> <p>Brenda L. McCormick Executive Officer and Clerk</p> <p>Cristal Alvarez Deputy Clerk</p> </div>
ATTORNEY FOR (Name): Plaintiff, Elton William Gallegly		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF VENTURA STREET ADDRESS: 800 S. Victoria Avenue MAILING ADDRESS: same CITY AND ZIP CODE: Ventura, California 93009 BRANCH NAME:		
CASE NAME: ELTON WILLIAM GALLEGLY v. CALIFORNIA LUTHERAN UNIVERSITY, et al.		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
CASE NUMBER: 56-2021-00560108-CU-BC-VTA		JUDGE: DEPT:

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses
e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--|--|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): Five
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: November 15, 2021

Charles S. Slynstad

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on **all** other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—
Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36) Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

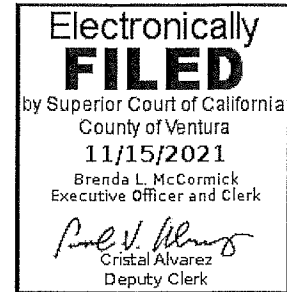
RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

1 Charles E. Slyngstad (SBN 89103)
 E-mail: cslyngstad@bwslaw.com
 2 John J. Welsh (SBN 152744)
 Email: jwelsh@bwslaw.com
 3 BURKE, WILLIAMS & SORESENSEN, LLP
 444 South Flower Street, Suite 2400
 4 Los Angeles, CA 90071-2953
 Tel: 213.236.0600 Fax: 213.236.2700

5 Attorneys for Plaintiff



6
 7
 8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
 9 COUNTY OF VENTURA
 10

11 ELTON WILLIAM GALLEGLY,

12 Plaintiff,

13 v.

14 CALIFORNIA LUTHERAN
 UNIVERSITY, LORI E. VARLOTTA,
 15 PhD, CHRIS KIMBALL, PhD, and DOES
 1 through 100, inclusive,

16 Defendants.
 17

Case No. 56-2021-00560108-CU-BC-VTA

**COMPLAINT FOR DECLARATORY
 RELIEF, SPECIFIC PERFORMANCE,
 ACCOUNTING, AND, IN THE
 ALTERNATIVE, FOR DAMAGES FOR
 BREACH OF CONTRACT AND BREACH
 OF FIDUCIARY DUTY**

JFAP: Honorable
 Dept.

18
 19 Plaintiff Elton William Gallegly hereby alleges:

20 **THE PARTIES**

21 1. Plaintiff Elton William Gallegly served as a congressman in the United States
 22 House of Representatives for 13 terms over 26 years from January 1987 to January 2013,
 23 representing several districts ("Plaintiff" or "Congressman Gallegly"). Congressman Gallegly is
 24 the longest serving Congressional representative in Ventura County history. During that
 25 Congressional service, Congressman Gallegly was a member of the Committee on Foreign
 26 Affairs, including as Vice Chair of that Committee, a member of the Committee on the Judiciary,
 27 and was appointed by the Speaker of the House to serve on the Permanent Select Committee on
 28 Intelligence, which he did for eight years. Before his time in Congress, Plaintiff was the first

1 elected Mayor of Simi Valley. He is, and at all relevant times was, an individual residing in
2 Ventura County, State of California.

3 2. Defendant California Lutheran University ("CLU") is an accredited undergraduate
4 and graduate institution of higher learning located in Thousand Oaks, California.

5 3. Defendant Lori E. Varlotta, PhD ("Dr. Varlotta") is the current President of CLU
6 and a member of its Board of Regents, and has been since on or about September 1, 2020. Dr.
7 Varlotta has authorized or ratified and acted in concert and conspired with or aided and abetted
8 each other Defendant to do the acts and conduct complained of in this case. Dr. Varlotta has
9 acted, at all times, as the agent, co-conspirator, or representative of the other Defendants.

10 4. Defendant Chris Kimball ("Dr. Kimball") is the former President of CLU and a
11 former member of its Board of Regents, who served as President for more than 12 years until on
12 or about August 31, 2020. Dr. Kimball has authorized or ratified and acted in concert and
13 conspired with or aided and abetted each other Defendant to do the acts and conduct complained
14 of in this case. Dr. Kimball has acted, at all times, as the agent, co-conspirator, or representative
15 of the other Defendants.

16 5. The true names and capacities of Defendants sued herein as Does 1 through 100,
17 inclusive, are unknown to Plaintiff, who therefore sues these Defendants by such fictitious names.
18 Plaintiff is informed and believes and thereon alleges that each of the fictitiously named
19 Defendants is responsible in some manner for the events and occurrences herein alleged, either in
20 contract or in tort, or that such Defendants are liable in some manner for the obligations described
21 in this Complaint. Plaintiff will amend this Complaint to allege their true names and capacities
22 when ascertained.

23 6. Plaintiff is informed and believes that at all times relevant, Defendants, including
24 those fictitiously named as Does 1 through 100, in doing the things alleged herein, acted in
25 concert and conspired with or aided and abetted each other to do the acts and conduct complained
26 of, and that each Defendant acted, at all times, as the agent, partner, co-conspirator, co-venturer,
27 joint venturer, representative or employee of the remaining Defendants and were acting within the
28 scope and purpose of that agency, partnership, joint venture or employment, such that the acts and

1 conduct of each Defendant was known to, authorized by or ratified by the other Defendants. With
2 respect to any possible damages sustained by Plaintiff, Plaintiff is informed and believes that each
3 of the Defendants named herein engaged in wrongful conduct that is a cause of any such
4 damages, and are responsible in some manner for any damages sustained by Plaintiff.

5 **GENERAL ALLEGATIONS**

6 7. In 2011, Congressman Gallegly began to consider and have early discussions with
7 representatives of California State University Channel Islands to receive his papers and related
8 materials from his Congressional service. Plaintiff wanted his papers and materials, including
9 those from his years on the Permanent Select Committee, to be used in connection with the
10 advancement of public service, generating interest in persons to get involved, because he believed
11 that the future of democracy depends on the character of the people we prepare for public service.
12 CSU Channel Islands made an offer to Plaintiff to receive his papers and materials.

13 8. Dr. Kimball, Charles "Chuck" Jelloian, a consultant to CLU, and Stephen
14 Wheatly, a Vice President of CLU ("Mr. Wheatly"), spoke with Plaintiff about their desires for
15 the donation and use of his papers and materials in 2011 and 2012. Further discussions, including
16 between Plaintiff and his wife, Janice Gallegly, CLU Vice President Mr. Wheatly, Dr. Kimball,
17 and Mr. Jelloian led to the outline of a program involving Gallegly Fellows (identifying persons
18 interested in public service who might obtain scholarships), a distinguished speaker series at
19 CLU, and the professional archiving of Plaintiff's papers and records. On Mr. Wheatly's trip to
20 Washington, D.C. in 2012, Mr. Wheatly took a photograph out of the window of Congressman
21 Gallegly's office of the Capitol and thought of copying the office as part of the development of a
22 Gallegly Center, which years later led to the creation of a finely detailed, exact replica of
23 Congressman Gallegly's office at CLU, which is the hub of the Center, including all of his office
24 furniture and wall hangings and a window with a picture of the exact replica view looking out on
25 the U.S. Capitol.

26 9. Later in 2012, Congressman Gallegly committed to President Kimball and Mr.
27 Wheatly of CLU to develop a center bearing his family's name at CLU that would enhance the
28 Master of Public Policy and Administration program and serve as a nonpartisan center

1 encouraging and preparing a new generation of students for public service.

2 10. Plaintiff and CLU entered into a Deposit Agreement signed by Plaintiff on
3 December 27, 2012 and by Mr. Wheatly on behalf of CLU on January 2, 2013 as Congressman
4 Gallegly left office ("Deposit Agreement"). CLU's Board of Regents approved the Deposit
5 Agreement and CLU released public statements in or about March of 2013 that CLU would be
6 the future home of the Elton and Janice Gallegly Center for Public Service and Civic Engagement
7 ("Gallegly Center"). Pursuant to the Deposit Agreement, a true and correct copy of which is
8 attached hereto and incorporated herein as Exhibit 1, the Plaintiff agreed to deposit and CLU
9 agreed to accept on deposit certain papers and related materials and furniture of Congressman
10 Gallegly. The Deposit Agreement was drafted by Fred Marcus, an attorney on retainer by CLU
11 for years who worked at the law firm of Freeman Freeman & Smiley. Plaintiff did not have his
12 own counsel to review the Deposit Agreement.

13 11. In announcing the "distinctive elements" of the Gallegly Center in 2013, CLU
14 described and authorized raising donations for (1) Public Service Fellowships for students, in
15 coordination with the Ronald Reagan Presidential Library, (2) a Distinguished Scholar-in-
16 Residence Endowment, for a noted scholar who "may be designated as both a Ronald Reagan
17 Scholar and Gallegly Center for Public Service Scholar," (3) a Distinguished Speaker Forum
18 Endowment, also in association with the Reagan Library, (4) The Gallegly Center and
19 Congressional Office or hub of the Center, for meetings of Public Service Fellows and their
20 research, with access to computer work stations, and the housing for Congressman Gallegly's
21 archives, and (5) the Gallegly Center Archive and Collection Project, for the management,
22 storage, preservation, and display of the government documents, correspondence, and papers "to
23 create an enduring record of 33 years of public service. A true and correct copy of the 2013
24 pamphlet distributed by CLU, seeking funds for the foregoing purposes, is attached hereto and
25 incorporated herein as Exhibit 2.

26 12. Years of fundraising by Elton and Janice Gallegly followed, raising funds initially
27 for the Gallegly Fellowships and then for construction of the Gallegly Center, even though
28 Plaintiff was told by Dr. Kimball that he would never have to ask for money. Unlike more than 10

1 other building projects on the CLU campus that CLU Vice President Mr. Wheatly has developed
 2 over 25 years at CLU, CLU required nearly all of the cash to be raised for construction before
 3 allowing construction to begin on the Gallegly Center. Pledges were not sufficient to commence
 4 construction; cash had to be in hand. The university would not fund construction itself. The
 5 Galleglys and other donors completed raising the necessary funds for construction by October
 6 2017.

7 13. Plaintiff and CLU entered into a Gift Agreement signed by Plaintiff on October 3,
 8 2017 and by Dr. Kimball, the President of CLU, on October 4, 2017 ("Gift Agreement").
 9 Pursuant to the Gift Agreement, a true and correct copy of which is attached hereto and
 10 incorporated herein as Exhibit 3, Plaintiff agreed to gift and CLU agreed to accept and hold his
 11 papers and related materials and furniture (defined as "Materials" in the Gift Agreement dated
 12 October 3, 2017) in the Pearson Library of CLU. Fred Marcus, CLU's attorney at Freeman
 13 Freeman & Smiley, drafted the Gift Agreement. Plaintiff did not have his own counsel to review
 14 the Gift Agreement.

15 14. At CLU's Board of Regents meeting on October 13 and 14, 2017, the Board
 16 passed a resolution approving and authorizing the construction of the Gallegly Center by
 17 enclosing an atrium and adding a new structure onto the north side of the library and authorizing
 18 the signing of contracts to fully complete the project. A true and correct unsigned copy of the
 19 Board Resolution is attached hereto and incorporated herein as Exhibit 4.

20 15. After tens of thousands of dollars had been spent for months on plans, permits, and
 21 city approval, and equipment was on the grounds for excavation in preparation for the Gallegly
 22 Center at the Pearson Library, Dr. Kimball suggested using a local house in Thousand Oaks for
 23 the Gallegly Center instead of the Pearson Library. Plaintiff and Mr. Wheatly thought that was a
 24 bad idea and Plaintiff rejected Dr. Kimball's idea. It had been CLU's concept of the Gallegly
 25 Center and the replica Congressional Office, and the name and location of the Gallegly Center as
 26 part of the Pearson Library. Thereafter, construction of the Gallegly Center and its replica office
 27 proceeded. CLU substantially completed construction of the Gallegly Center, including the
 28 replica office of Congressman Gallegly, by May 2018. At the ribbon-cutting dedications of the

Gallegly Center, former National Security Advisor and Secretary of State Condoleezza Rice, who at the time was a faculty member of the Stanford Graduate School of Business, spoke about the importance of public service, and was the inaugural speaker for the Distinguished Speaker Series.

16. CLU issued another pamphlet after the Gallegly Center was built, describing and seeking donations for Public Service Fellowships, the Gallegly Center Archive and Collection Project, and the Distinguished Speaker Series Endowment. A true and correct copy of the 2018-2019 pamphlet distributed by CLU, seeking funds for the foregoing purposes, is attached hereto and incorporated herein as Exhibit 5.

17. Because of the relationship between Elton Gallegly and the Ronald Reagan Presidential Foundation and Institute, the Reagan Foundation agreed in March 2020 to enter into a Memorandum of Understanding with CLU to work together on multiple areas of collaboration relating to the Gallegly Center, the only MOU of its kind that the Reagan Foundation has entered into with a university.

18. CLU has not developed the Gallegly Center programs, including, without limitation, the several fellowships, residences, and the Distinguished Speaker Series, and has not moved forward with the Gallegly Center Archive and Collection Project, as the parties and donors intended. The MOU between the Presidential Foundation and Institute and CLU has been left to languish, and its collaboration potential has been unmet.

19. CLU has failed and refused to account for or to permit an audit of donations to CLU and expenditures made by CLU over the years that were for the benefit of the Gallegly Center and the programs described in CLU's pamphlets (Exhibits 2 and 5 to this Complaint).

20. Plaintiff alleges that the professional archiving of the Archival Collection embodying the 26-year career of Congressman Gallegly has still not been performed, despite CLU's years-long commitment to professionally archive the collection. The Archival Collection has not been cared for and protected as CLU represented that it would, exposing important papers from Congressman Gallegly's years of service to risk and jeopardy. Despite careful and detailed work by Plaintiff and donors to develop a plan and a contract between CLU and Heritage Werks, Inc., an Illinois corporation specializing in archival services, scanning and digitization, digital

1 preservation, and digital asset management, and after CLU represented in writing that it would be
2 signing the contract, a true and correct copy of which is attached hereto and incorporated herein
3 as Exhibit 6, CLU abruptly refused to sign the contract with Heritage Werks. CLU has continued
4 to fail and refuse to sign the contract and to fail and refuse to professionally archive the collection
5 to the standards expected by the parties and donors.

6 **FIRST CAUSE OF ACTION**

7 **(For Declaratory Relief**

8 **Against Defendant CLU)**

9 21. Plaintiff realleges and incorporates by reference in this paragraph as if set forth in
10 full the allegations in paragraphs 1 through 20 above.

11 22. Plaintiff contends that he gave his property to CLU on the express and implied
12 condition that it would be applied to certain charitable purposes. Plaintiff further contends that his
13 gift created a charitable trust, devoting the property to designated charitable purposes.
14 Interpreting the Deposit and Gift Agreements by the subsequent performance of the Plaintiff and
15 Defendant CLU, Plaintiff contends that the continuing existence of the replica office of
16 Congressman Gallegly as the hub of the Gallegly Center, the use of the Gallegly Center for its
17 contemplated purposes, and the professional archiving of his Archival Collection are the subject
18 of the charitable trust created by the Deposit Agreement and the Gift Agreement.

19 23. Plaintiff alleges that Defendants dispute the contentions of Plaintiff as expressed
20 in paragraph 22 above, as evidenced by CLU's (1) express rejection of an obligation to maintain
21 the replica office of Congressman Gallegly, (2) failure to use and operate the center for its
22 contemplated purposes, including without limitation the Distinguished Speaker Series, and (3)
23 failure to professionally archive the Archival Collection even after CLU stated on June 28, 2021
24 that CLU had received the Heritage Werks contract (Exhibit 6) worked out by the parties to
25 archive the collection and was "currently in the process of having it executed pursuant to its
26 internal procedures."

27 24. An ongoing and present dispute and justiciable controversy exists by and between
28 the parties as alleged in paragraphs 22 and 23 above that requires resolution by the court.

29. Plaintiff alleges that there is substantial similarity of the requested performance sought by this cause of action to the contractual terms at issue.

30. Plaintiff alleges that there is a mutuality of remedies of the parties.

31. Plaintiff alleges that his legal remedy is inadequate. Plaintiff seeks equitable and injunctive relief as necessary to preserve the status quo and to maintain the charitable trust and its beneficial purposes, and the Deposit Agreement and the Gift Agreement, in addition to a judicial direction of specific performance of the same matters.

THIRD CAUSE OF ACTION

(Accounting

Against Defendant CLU and Dr. Varlotta)

32. Plaintiff realleges and incorporates by reference in this paragraph as if set forth in full the allegations in paragraphs 1 through 28 above.

33. CLU is a fiduciary with respect to the Plaintiff, deriving from the trust relationship alleged in this Complaint and arising between CLU and Plaintiff as a matter of law.

34. CLU should account for funds donated, accepted, and received for the benefit of the Gallegly Center and the programs described in CLU's pamphlets (Exhibits 2 and 5 to this Complaint) from 2013 to the present.

35. Despite demands by Plaintiff to account for and to audit the funds donated, accepted, and received as herein alleged, CLU has failed and refused and continues to fair and refuse to account for the funds.

36. Plaintiff requests an order from this Court, directing and ordering CLU to account for the funds donated, accepted, and received as herein alleged, and all expenditures made.

FOURTH CAUSE OF ACTION

(In the Alternative, for Breach of Contract

Against Defendant CLU)

37. Plaintiff realleges and incorporates by reference in this paragraph as if set forth in full the allegations in paragraphs 1 through 20, 22, 23, and 25 through 27 above.

38. In the alternative to any cause of action stated above, Plaintiff alleges that CLU

has breached the agreements between them by its actions during the last four years before the filing of this lawsuit, which period of time has also been extended further by the tolling of claims between the parties pursuant to their written Tolling Agreement signed on September 25, 2020.

39. As a consequence of the breach of agreements by CLU, Plaintiff has been damaged in an amount according to proof, above the amount required for this court's jurisdiction.

FIFTH CAUSE OF ACTION

(In the Alternative, for Breach of Fiduciary Duty

Against All Defendants)

40. Plaintiff realleges and incorporates by reference in this paragraph as if set forth in full the allegations in paragraphs 1 through 20, 22, 23, and 25 through 27 above.

41. In the alternative to any cause of action stated above, Plaintiff alleges that CLU owes and at all relevant times owed a fiduciary duty to Plaintiff in connection with the trust relationship between them alleged in this Complaint and arising between CLU and Plaintiff as a matter of law. The fiduciary duty of CLU required and continues to require it to act with the utmost good faith in the best interests of Plaintiff. The other Defendants and officers and regents of CLU also owed to Plaintiff the same fiduciary duty.

42. CLU's conduct and the conduct of its officers and regents were a substantial factor in causing Plaintiff's harm. CLU and its officers and regents thus breached and continue to breach their fiduciary duty to Plaintiff by reason of the actions alleged herein. The breaches by CLU and the other Defendants acting in concert with it and on its behalf have occurred during the statute of limitations for such violations during the years before the filing of this lawsuit, which period of time has also been extended further by the tolling of claims between the parties pursuant to their written Tolling Agreement signed on September 25, 2020.

43. As a consequence of the breaches of fiduciary duty, Plaintiff has been damaged in an amount according to proof and above the amount required for jurisdiction in this court.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as follows.

1. On the first cause of action against Defendant CLU, for a declaration of the rights and duties between the parties concerning the establishment of the charitable trust and the maintenance of the charitable trust and the Deposit Agreement and the Gift Agreement;

2. On the second cause of action against Defendants CLU and Varlotta, for specific performance of the charitable trust, the Deposit Agreement, and the Gift Agreement, and for equitable and injunctive relief as necessary to preserve the status quo and to maintain the charitable trust and its beneficial purposes, and the Deposit Agreement and the Gift Agreement;

3. On the third cause of action, for an order from this Court, directing CLU and Defendant Varlotta to account for all funds donated, accepted, and received, and all expenditures made relating to the Gallegly Center and its purposes;

4. On the fourth cause of action against Defendant CLU, in the alternative, for all damages according to proof, resulting from CLU's breaches of the various agreements and commitments CLU made to Plaintiff;

5. On the fifth cause of action against all Defendants, in the alternative, for actual and consequential damages as appropriate, resulting from their breaches of fiduciary duty owed to Plaintiff;

6. On the alternative causes of action, for prejudgment interest;

7. On all causes of action, for costs of suit; and

8. For such other and further relief as may appear just and proper.

Dated: November 15, 2021

BURKE, WILLIAMS & SORENSEN, LLP

By: Charles E. Slyngstad
Charles E. Slyngstad
Attorneys for Plaintiff

EXHIBIT 1

DEPOSIT AGREEMENT

Congressman Elton Gallegly (sometimes referred to hereafter as "Depositor") agrees to deposit and California Lutheran University ("CLU") agrees to accept on deposit certain papers and related materials and furniture of Congressman Gallegly.

These papers include correspondence, papers, notebooks, files, records, slides, awards, photographs, and related materials from the archival legislative collection (the "Archival Collection") embodying the 26 year Congressional career of Congressman Gallegly to which the Depositor has title at this time. In addition, Depositor shall provide on deposit the desk credenza and furniture from his congressional office. CLU agrees to accept and to deposit these papers and related materials and furniture in the Library of CLU. Congressman Gallegly has not decided at this time whether he will make a future gift of these papers and related materials and furniture to CLU. At the time such gift is made, if ever, ownership of the papers and related materials shall transfer to CLU, pursuant to the terms of the transfer document, upon acceptance by CLU.

Upon receipt of the papers and related materials, the Library of CLU will arrange, preserve, and catalog said papers and related materials according to generally accepted principles of archival administration and practice. When ownership of the papers and related materials and furniture is transferred, if ever, to CLU, the Library will continue to provide the necessary care and maintenance of these materials in order to ensure their continued availability for scholarship.

While these materials are on deposit at CLU, they shall be subject to the following conditions:

1. CLU shall extend to this material the same protective care as is extended to other archival material owned by CLU.
2. CLU may use these deposited materials in service to the public, subject to any special restrictions applied by CLU to such material, and in accordance with the policies and procedures of the Library of CLU. Access to materials in the collection will be limited to the Library's primary clientele and to other qualified individuals using the materials for serious or scholarly purposes. The Library or the Depositor may impose further restrictions in cases where specific items are deemed sensitive.
3. This is a deposit only of the Archival Collection and furniture. Depositor reserves title to the materials and all rights and interests in and to all of the literary or other property so deposited, including the rights of reproduction and publication. All literary and other rights to which the depositor is entitled throughout the world under copyright, common law or other laws now existing are retained by Depositor.

4. Depositor deposits these materials with the University to be used as part of and in conjunction with establishment of the Elton Gallegly Center for Public Policy and Civic Engagement on the campus of CLU (the "Gallegly Center") in accordance with the terms and conditions described in Exhibit "A" attached hereto and incorporated herein by this reference. The final name and/or designation of the Gallegly Center shall be determined at a later date upon the mutual agreement of Depositor and CLU.

5. Depositor agrees that he will join with CLU in seeking donations of not less than Three Million Dollars (\$3,000,000) in total as an endowment to fund the operations of the Gallegly Center.

6. Depositor agrees to enter into a license agreement for the use of Congressman Gallegly's name and image on terms and conditions acceptable to Depositor and CLU.

7. Depositor may cancel this Deposit Agreement on One Hundred Eighty (180) days' advance notice to CLU, or sooner upon the mutual agreement of Depositor and CLU.

CALIFORNIA LUTHERAN UNIVERSITY

By: 

Its: Vice President

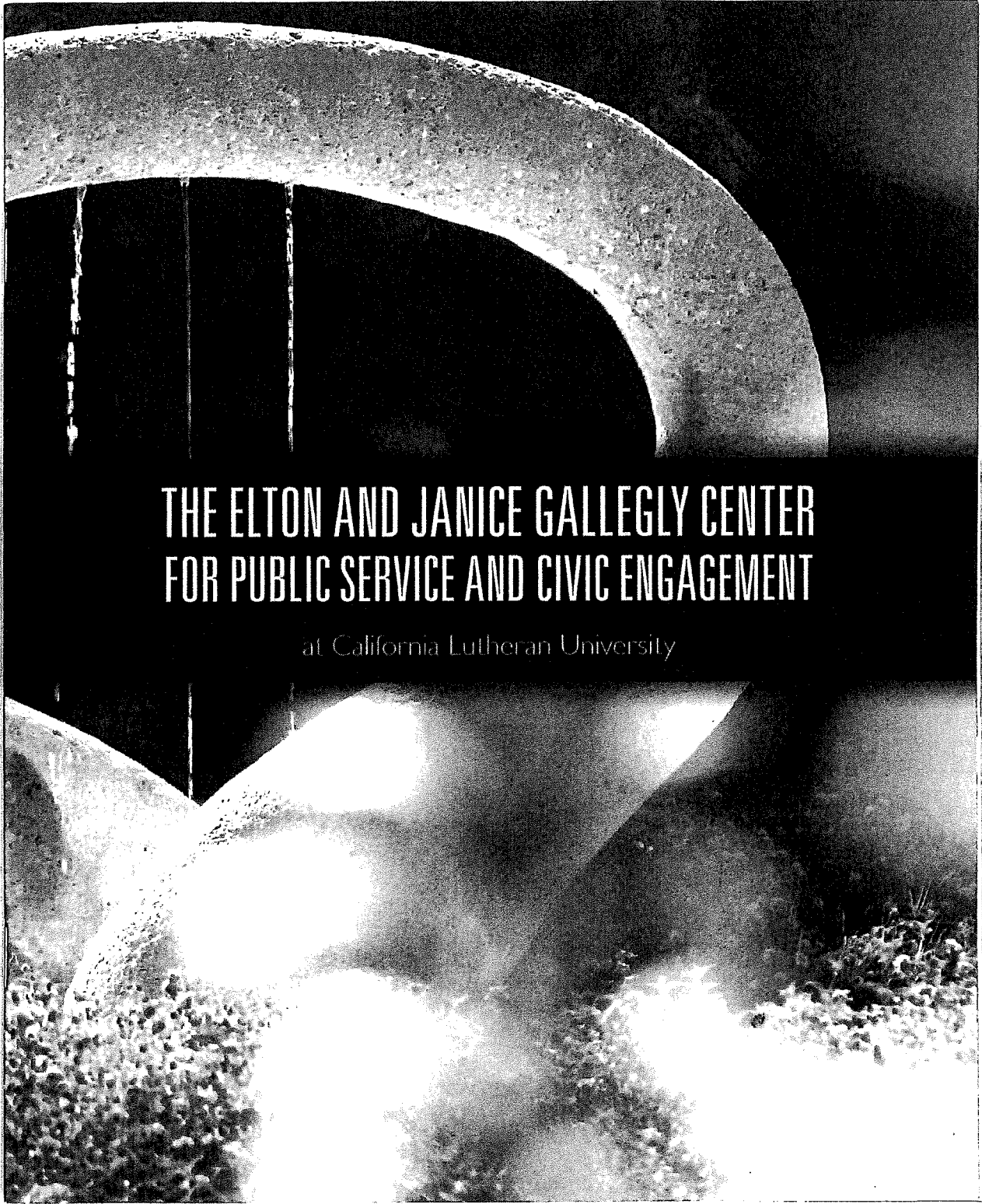
Date: 1-2-2013

DEPOSITOR

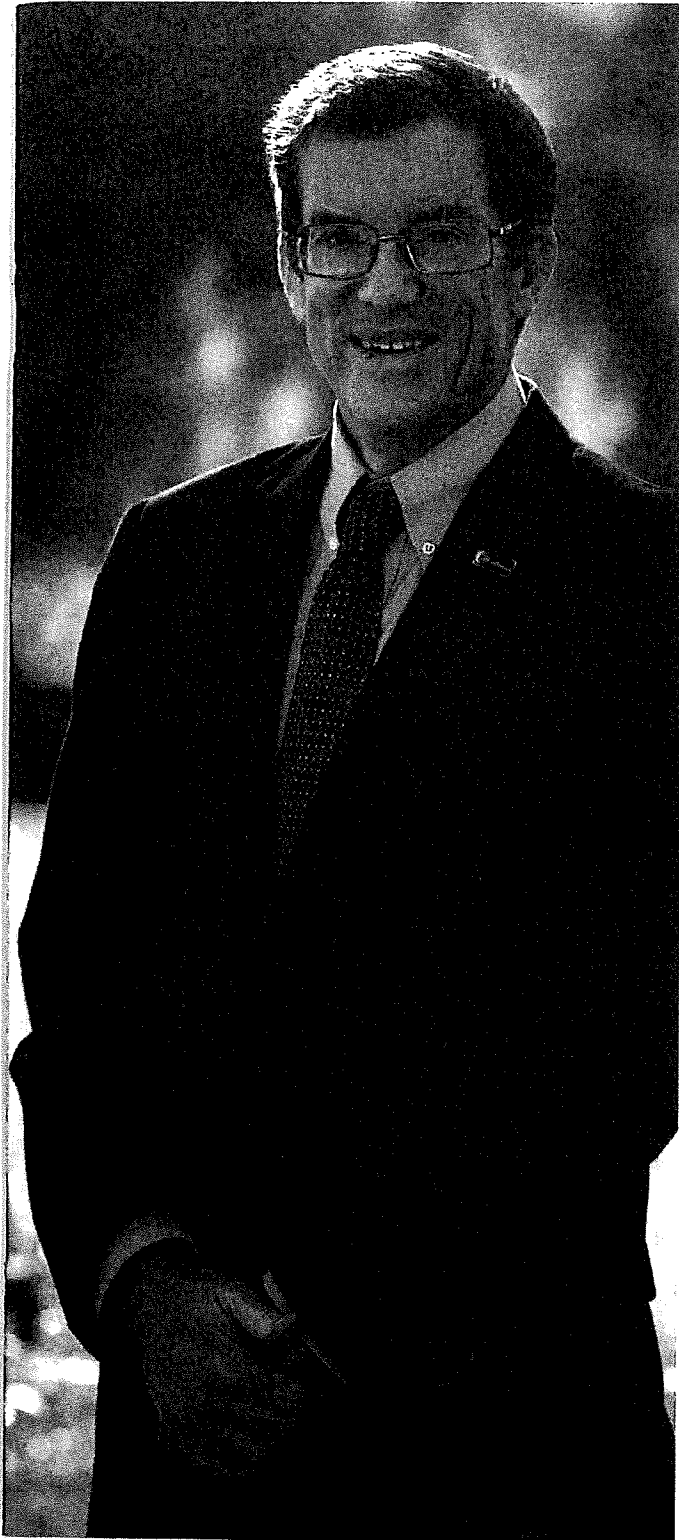

ELTON GALLEGLY

Date: Dec 27, 2012

EXHIBIT 2



THE FUTURE OF DEMOCRACY
WILL DEPEND UPON THE QUALITY AND
THE CHARACTER OF THE MEN AND
WOMEN THAT WE PREPARE
FOR PUBLIC SERVICE.



The new Elton and Janice Gallegly Center for Public Service and Civic Engagement at California Lutheran University will encourage and prepare a new generation for public service. We invite you to join us in guiding these students to discover and live their purpose.

As the longest-serving member of Congress in Ventura County, Elton Gallegly has dedicated his life to public service. His expertise has helped inform and inspire the programs and partnerships we intend to establish as part of the new Center bearing his family's name. The Gallegly Center will provide real-world learning experiences, a nonpartisan and inclusive perspective, and excellent academic and career opportunities.

We are so pleased to have the support of Representative Gallegly and his wife, Janice, as we enhance our Master of Public Policy and Administration program with the establishment of the Gallegly Center. With your support, together, we can foster the quality of character and work ethic demanded of tomorrow's political and civic leaders.

Sincerely,

Chris Kimball, Ph.D.
President



Elton and Janice Gallegly

CREATING AN ACADEMIC PATHWAY TO PUBLIC SERVICE

The Gallegly Center for Public Service and Civic Engagement is a nonpartisan center for students seeking meaningful ways to serve in the government and nonprofit arenas. As part of California Lutheran University's Master of Public Policy and Administration program, the Gallegly Center will offer students a wide range of experiential learning opportunities at the local, state, and national levels creating a pathway to public service careers. Ultimately, the Gallegly Center will serve as an interdisciplinary forum for faculty, scholars, and students to redefine what it means to be civically engaged.

Highlights of the Gallegly Center include:

Public Service Fellows

Students selected as Fellows will pursue a combined undergraduate and graduate degree program to be placed on the fast track to a public service career. Fellows will have internship opportunities in Washington, D.C., Sacramento, or Ventura County. As graduate students, Fellows will complete a research project and field practicum.

Visiting Scholars and Speakers

The Gallegly Center will host and provide a venue for a Distinguished Scholar-in-Residence Program and a Distinguished Speaker Forum in collaboration with the Ronald Reagan Presidential Library. Future collaboration between California Lutheran University and the Reagan Library may include the development of graduate seminars in crisis decision-making.

Gallegly Center Archive and Collection

The Gallegly Center will be a working office where Public Service Fellows and visiting scholars can meet and conduct research. Representative Gallegly's government documents, correspondence, and papers will be housed in the Gallegly Center's archives. His House of Representatives desk and other office furniture will be on display for public viewing.



A Lifetime of Service: Representative Elton Gallegly

Elton Gallegly retired from Congress in 2012 after completing his 13th term of service in the U.S. House of Representatives. The Simi Valley resident is the longest serving congressional representative in Ventura County history. He began his political career when he was elected to the Simi Valley City Council in 1979. He became Simi Valley's first elected mayor in 1982 and was elected to his first term in Congress in 1986.

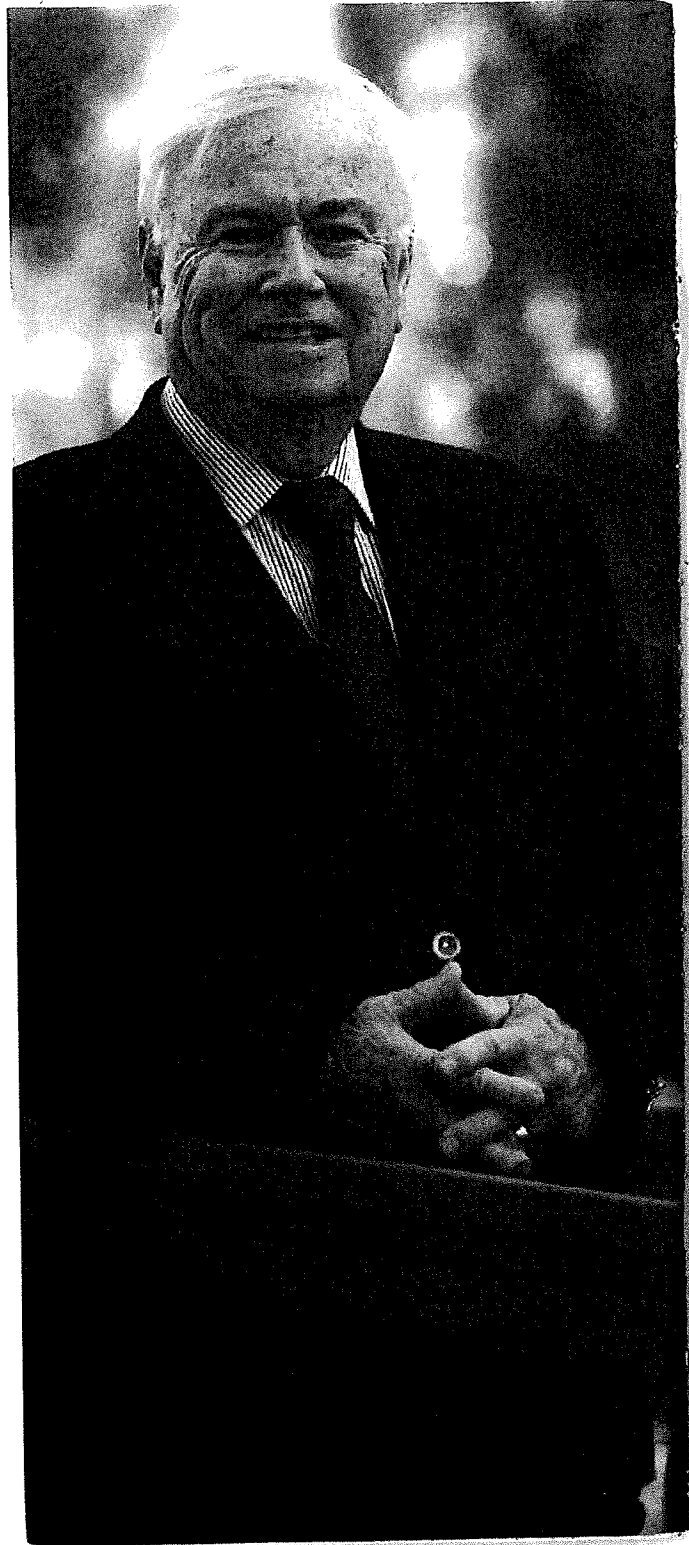
As a senior member of the House Foreign Affairs Committee, Representative Gallegly was instrumental in advocating the expansion of the European Union throughout Europe, the Balkans, and the Baltics. He also chaired one of the first hearings on the 9/11 Commission's recommendations as chair of the Subcommittee on International Terrorism, Nonproliferation and Human Rights. In 2010, he was named Vice Chair of the Foreign Affairs Committee and has been recognized for his work on the Good Friday Accord that brought peace to Northern Ireland. Representative Gallegly was also a member of the Committee on the Judiciary, where he served as Chairman of the Subcommittee on Immigration Policy and Enforcement and worked on such issues as immigration reform and criminal justice. As the chairman of the animal caucus committee, he led the fight against cruelty to animals.

Our world is changing. Things are speeding up. Now add to this the challenges that we, as a society, face in meeting the needs of our wider communities: the challenges of managing our cities and counties, providing a skilled workforce for education and healthcare, and leading public sector and non-profit organizations into an unknown future. As computer scientist Alan Kay has said, "The best way to predict the future is to invent it." And thus, the vision for the Gallegly Center for Public Service and Civic Engagement and the Gallegly Fellows Program was born.

An interdisciplinary, fast-track teaching and learning experience, the mission of the Public Service Fellows Program is to marshal a new generation for public service. As the U.S. Representative serving the region in which California Lutheran University resides, I served 13 consecutive terms. I'm proud of this commitment to public service, and even more proud that the Gallegly Center will be a nonpartisan working office where Fellows, and the faculty who mentor them, will reinvigorate our nation's interest and dedication to working on behalf of the public good.

I'd like to thank California Lutheran University and the Ronald Reagan Presidential Library and Center for Public Affairs for the distinct honor in establishing the Gallegly Center, which will be a working collaboration between these two fine organizations of study and which promotes experiential, action-oriented teaching and learning.

Elton Gallegly





When this fellowship opportunity was first presented to me, I knew I had finally found a program that would not only help me achieve my dream of attaining a graduate education, but also allow me to perform professional research in the realm of civic engagement.

My research focuses on the Los Angeles neighborhood council system, the way that renters are represented, and how they participate in a system that has been questioned for its ability to attend to the needs of the many stakeholders in Los Angeles. With a project of such scale, my fellowship has given me the opportunity to perform professional field research while I continue my studies.

Zachary Zabo

2013 Gallegly Fellow of the
Public Service Fellowship



As a Gallegly Fellow, I feel confident in my ability to exceed the expectations made of me as I feel so supported by this program. I anticipate that, in the same way that my undergraduate research shaped my graduate path, my graduate research will shape my career path. I foresee myself working in curriculum development, potentially alongside a nonprofit organization, with the hopes of advocating for curriculum that is inclusive to all students.

By honing my leadership, decision-making, and policy development skills, my fellowship and the Master of Public Policy and Administration program will set me on a path to success.

Nina Kuzniak

2013 Gallegly Fellow of the
Public Service Fellowship

The Gallegly
Center's mission
is to encourage
and prepare a
new generation
for public service,
providing students
with the academic
and experiential
training to
engage and serve
the community
through careers in
the public sector.

Your support is being sought for the following distinctive elements of the Gallegly Center:

Public Service Fellowships

By endowing a fellowship, you can support a deserving graduate and/or undergraduate student with scholarship funding as well as the opportunity to pursue an academic, for-credit internship at the Ronald Reagan Presidential Library. These student fellowships will help to advance the educational mission of both California Lutheran University and the Reagan Library.

Distinguished Scholar-in-Residence Endowment

Your gift will establish an endowment for a noted scholar to conduct expanded research while maintaining active teaching responsibilities at California Lutheran University. Such a Scholar-in-Residence may be designated as both a Ronald Reagan Scholar and Gallegly Center for Public Service Scholar. The scholar would be available for speaking engagements and student mentoring.

Distinguished Speaker Forum Endowment

The Distinguished Speaker Forum Endowment will enable the Reagan Library to offer noteworthy speakers the opportunity to engage and interact in a small seminar format with highly motivated students over a period of time, rather than in a single visit. Public figures invited to the Reagan Library will have the opportunity to serve as Gallegly Scholars, conduct seminars, and mentor students.

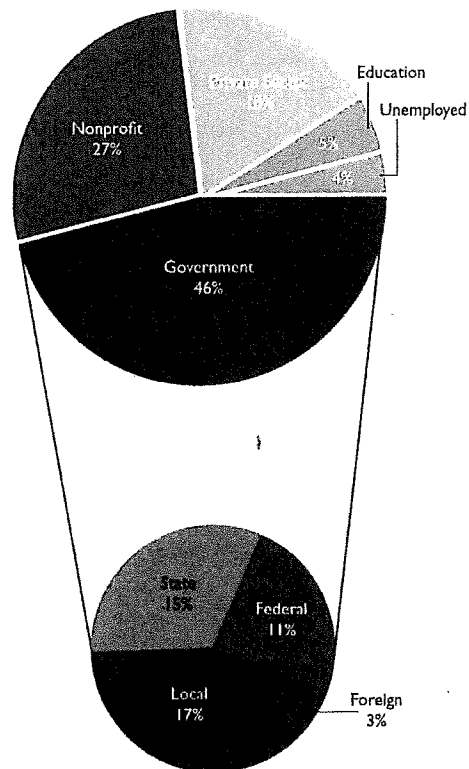
The Gallegly Center

The Gallegly Center will be a working office where Public Service Fellows meet, conduct research, and present their findings. It will also house Representative Gallegly's archives and documents to support learning and research. Donors at the \$25,000 and higher levels will be listed as Gallegly Center Public Service Champions on a permanent recognition wall that serves to honor those supporters who helped establish the Gallegly Center.

Gallegly Center Archive and Collection Project

The Gallegly Center Archive and Collection Project will focus on the management, storage, preservation, and display of Representative Gallegly's government documents, correspondence, and papers to create an enduring record of 33 years of public service.

Employment of MPA/MPP Graduates (2011-2012)



Statistics taken from NASPAA 2011-2012 Annual Accreditation Data Report

"As public service becomes more complex and demands on governments increase, it is imperative that the best and brightest choose careers in public service. The Public Service Fellows Program will foster this by providing a rigorous and practical curriculum to prepare students to become leaders of character and integrity in public and nonprofit organizations. The program has the potential of making California Lutheran University a leader in graduate public affairs education in the region and beyond."

David Powell, Ph.D.
Professor and Director, MPPA Program

For more information, please contact
University Advancement at (805) 493-3158

callutheran.edu/gallegly

callutheran.edu/gallegly

About the Cover:

The water fountain featured on the cover is located between the University bookstore and Hansen Center in All Nations Plaza.
The plaza name reflects California Lutheran University's commitment to educating leaders for a global society.

**THE ELTON AND JANICE GALLEGLY CENTER
FOR PUBLIC SERVICE AND CIVIC ENGAGEMENT**

**JOIN US IN PREPARING STUDENTS
FOR PUBLIC SERVICE**

Public Service Fellowships

\$750,000 to establish an endowment that will fund one \$35,000 fellowship each year.

Distinguished Scholar-in-Residence Endowment

\$1.5 million to endow a fund that will provide \$75,000 per scholar per year.

Distinguished Speaker Forum Endowment

\$1 million to endow an annual Distinguished Speaker Forum.

The Gallegly Center

\$500,000 for this capital project to construct the Gallegly Center within the existing Pearson Library. Contributors will be recognized as Public Service Champions on our donor recognition wall.

Gallegly Center Archive and Collection Project

\$500,000 to establish the archive and collection project. Contributors will be recognized as Patrons on our donor recognition wall.

For more information on giving opportunities,
please call (805) 493-3158.

callutheran.edu/gallegly

EXHIBIT 3

GIFT AGREEMENT

Congressman Elton Gallegly (sometimes referred to hereafter as "Donor") agrees to gift and California Lutheran University ("CLU") agrees to accept certain papers and related materials and furniture of Congressman Gallegly, as described below, this 3 day of October, 2017.

These papers include correspondence, papers, notebooks, files, records, slides, awards, photographs, and related materials from the archival legislative collection (the "Archival Collection") embodying the 26 year Congressional career of Congressman Gallegly of which Donor is the sole and absolute legal owner with full right and authority to enter into this Gift Agreement and to grant the rights granted herein. In addition, Donor shall transfer to CLU the credenza and furniture from his congressional office. CLU agrees to accept and hold the Archival Collection and furniture (collectively "Materials") in the Library of CLU.

1. Donor hereby irrevocably assigns, transfers and gives to CLU all of his right, title and interest in and to the Archival Collection and all of the literary or other property so assigned, including the rights of reproduction and publication. All copyright, literary and other rights in and to the Materials to which Donor is entitled throughout the world under copyright, common law or other laws now existing are assigned to CLU by Donor. To the extent that any copyright rights of the Donor may be shared with others, Donor hereby assigns to CLU all of his right, title and interest in said copyrights and waives and releases all such rights, whether partial or complete.

2. To the extent that any copyright rights may be shared with others and notwithstanding the Fair Use Rights, Donor grants to CLU a nonexclusive, royalty-free, perpetual license to:

(a) Make copies of the Archival Collection for purposes of preservation and creation of a usable archival copy and to permit others to make copies of the Archival Collection consistent with the Fair Use Rights.

(b) Display and reproduce the Archival Collection in exhibitions, catalogs, University publications or advertisements both on and off campus.

(c) Digitize the Archival Collection or use any technological substitute the CLU Library deems appropriate to preserve and provide access to the Archival Collection.

(d) Provide unrestricted access to and use of the Archival Collection, including Internet or other wireless or digital access to the Archival Collection.

3. Donor shall indemnify, defend and hold CLU harmless from any losses, claims, damages, awards, penalties or injuries incurred, including reasonable attorneys' fees and costs, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of access to and use of the Archival Collection.

4. Donor shall provide CLU with all information and documentation in Donor's possession or control regarding the provenance of the Materials, including any information relating to intellectual property rights.

5. CLU is authorized to dispose of any duplicate or other material not relevant to the collection which it determines to have no permanent value or historical interest.

6. The Library of CLU will arrange, preserve, and catalog the Archival Collection according to generally accepted principles of archival administration and practice. The Library of CLU will continue to provide care and maintenance of these materials in order to ensure their continued availability for scholarship.

7. The Archival Collection shall be subject to the following conditions:

(a) CLU shall extend to this material the same protective care as is extended to other archival material owned by CLU.

(b) CLU may use these deposited materials in service to the public in accordance with the policies and procedures of the Library of CLU. Access to materials in the collection will be limited to the Library's primary clientele and to other qualified individuals using the materials for serious or scholarly purposes. The Library, at the request of Donor, may impose further restrictions in cases where specific items are deemed sensitive.

(c) Notwithstanding the foregoing, Donor retains the right at Donor's discretion to substitute a copy for the original of certain signed letters, signed pictures and/or personal documents contained in the Archival Collection. This shall not effect Donor's transfer of intellectual property rights under Paragraph 1.

8. Donor agrees to enter into a license agreement for the use of Congressman Gallegly's name and image on terms and conditions mutually acceptable to Donor and CLU.

9. This Gift Agreement and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Gift Agreement, shall be governed by and construed in accordance with the laws of the United States and the State of California.

CALIFORNIA LUTHERAN UNIVERSITY

By: _____

Its: _____

Date: _____

3577221.1
2891-200

DONOR

ELTON GALLEGLY

Date: _____

EXHIBIT 4

Resolution:
Date:

CALIFORNIA LUTHERAN UNIVERSITY
BOARD OF REGENTS
October 13-14, 2017

RESOLUTION

COMMITTEES: ADMINISTRATION AND FINANCE and ADVANCEMENT

SUBJECT: Authorize Construction of the Elton and Janice Gallegly Center
for Public Service and Civic Engagement

RECOMMENDATIONS:

BE IT RESOLVED THAT, upon the joint recommendation of the Administration & Finance Committee and the Advancement Committee, the Board of Regents approves and authorizes the Administration to proceed with the construction of the Elton and Janice Gallegly Center for Public Service and Civic Engagement within the Pearson Library at a cost not to exceed \$580,000. The project will add approximately 1,500 square feet onto the north side of the Pearson Library through both enclosing an atrium and adding a new structure onto the north side of the library.

BE IT FURTHER RESOLVED THAT, the Administration is authorized to sign contracts with construction and furniture vendors as necessary to fully complete the project in accordance with California Lutheran University procurement policies and Board of Regents Construction Oversight Committee approvals.

BACKGROUND/EXECUTIVE SUMMARY:

The resolution approves and authorizes staff to proceed with the construction of the space within the Pearson Library that will serve as the Elton and Janice Gallegly Center for Public Service and Civic Engagement and house Gallegly's congressional archives from his 33 years of public service. The Center space will include a replica of his congressional office, access to the archives for research, and collaborative space for faculty, staff and student use.

Elton Gallegly retired from Congress in 2012 after completing his 13th term of service in the U.S. House of Representatives. Congressman Gallegly served five presidents during his tenure and was involved with some of the most historic events of our lifetime from the expansion of the European Union through Europe, the Balkans and the Baltics to the first hearings on the findings of the 9/11 Commission Report. In 2013, Mr. Gallegly agreed to

help establish a center bearing his family's name at Cal Lutheran that would help enhance our Master of Public Policy and Administration (MPPA) program and serve as a nonpartisan center encouraging and preparing a new generation for public service. Mr. Gallegly also donated his congressional archives to Cal Lutheran for research and study. The Gallegly Center includes a public service fellowship program that has already funded and graduated six graduate fellows from our MPPA program; a speaker series on public service that will be launched in 2018 and the archive and collection.

The new Center space in the Library will serve as the hub for the fellowship program, a home for Gallegly's congressional archives, and an expanded space for external researchers, faculty and student study and access to the Gallegly archives as well as an interactive reproduction of Congressman Gallegly's Washington DC office.

The space added onto the library would consist of a larger area devoted to student study of Gallegly archives as well as a reproduction of Congressman Gallegly's Washington DC office. Student study space would not be limited to archive study and would provide much needed additional student seating in the library for peak student study times such as final and mid-term examinations.

The overall construction schedule is estimated to be eight months from receipt of building permits.

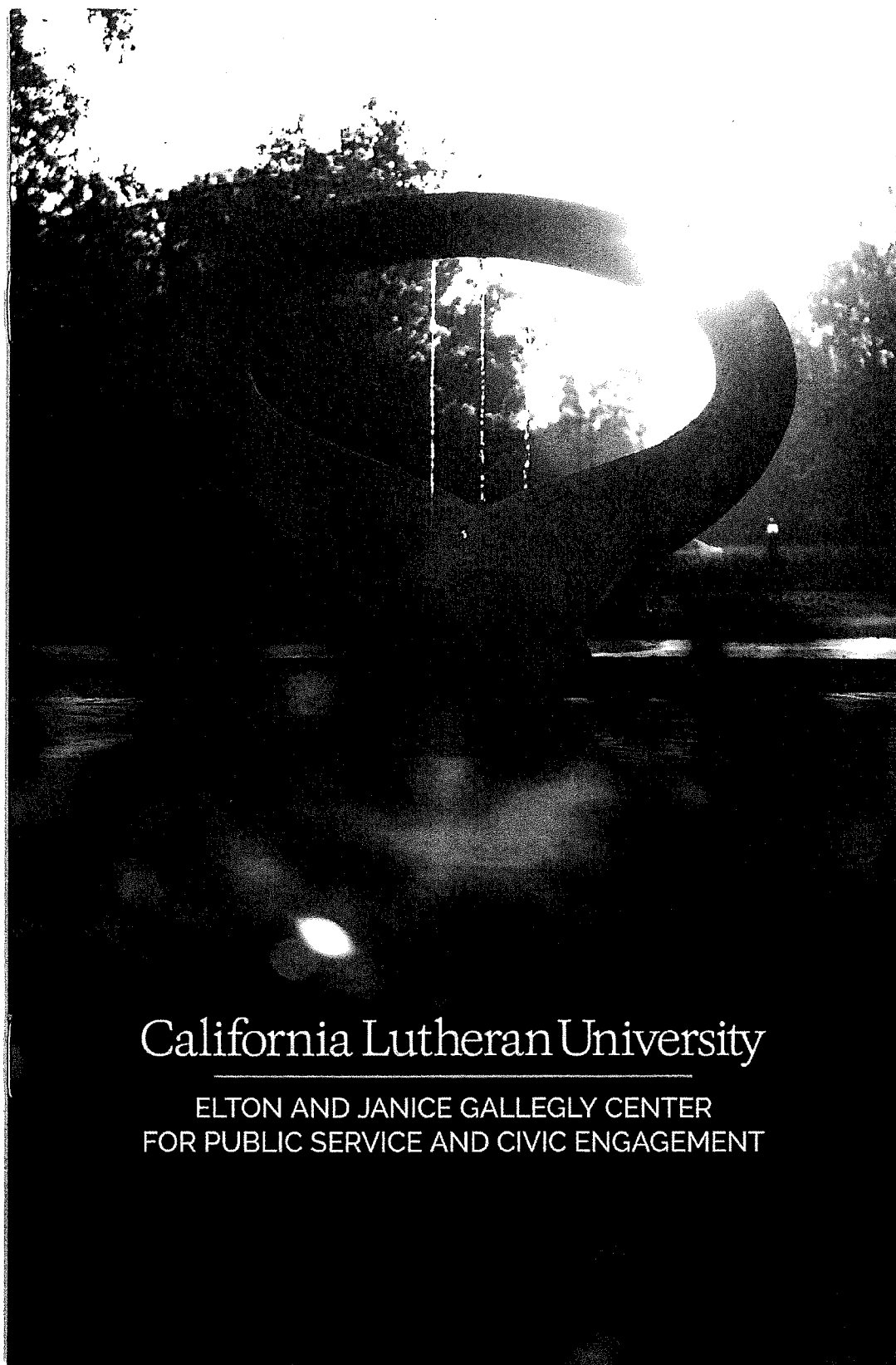
As of September 22, 2017, \$498,750 in cash has been raised towards the project (86% of total project) and an additional gift-in-kind for grading and site preparation has been received. Based upon the university having more than 85% of the total project funding in cash, the university has sufficient cash to commence construction on the project.

Susan Lundeen-Smuck, Chair

Bill Camarillo, Secretary

Documents attached ☐ yes ☒ no
Approved: ☐ yes ☐ no

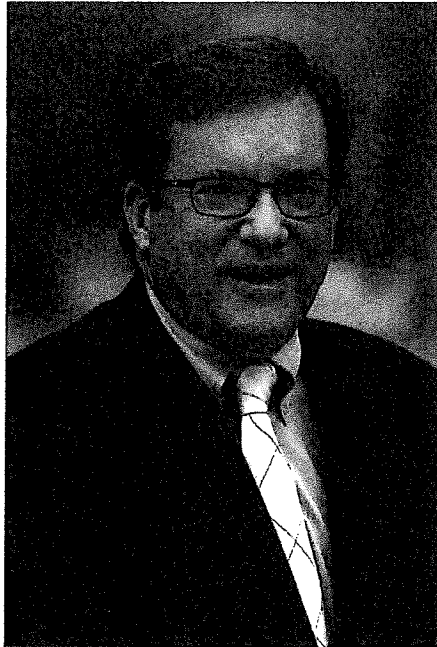
EXHIBIT 5



California Lutheran University

ELTON AND JANICE GALLEGLY CENTER
FOR PUBLIC SERVICE AND CIVIC ENGAGEMENT

THE FUTURE OF DEMOCRACY
WILL DEPEND UPON THE
QUALITY AND THE CHARACTER
OF THE MEN AND WOMEN
THAT WE PREPARE FOR
PUBLIC SERVICE.



The Elton and Janice Gallegly Center for Public Service and Civic Engagement at California Lutheran University will encourage and prepare a new generation for public service. We invite you to join us in guiding these students to discover and live their purpose.

As the longest-serving member of Congress in Ventura County, Elton Gallegly dedicated his life to public service. His expertise has helped inform and inspire the fellowships, programs, and partnerships we are establishing as part of the Center. The Gallegly Center will provide real-world

learning experiences, a nonpartisan and inclusive perspective, and excellent academic and career opportunities.

We are so pleased to have the support of Representative Gallegly and his wife, Janice, as we enhance our Master of Public Policy and Administration program with the establishment of the Gallegly Center. With your support, we can foster the quality of character and work ethic demanded of tomorrow's political and civic leaders.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Kimball". The signature is fluid and cursive, with the first name "Chris" and last name "Kimball" clearly distinguishable.

Chris Kimball
President



CREATING AN ACADEMIC PATHWAY TO PUBLIC SERVICE

The Gallegly Center for Public Service and Civic Engagement is a nonpartisan center for students seeking meaningful ways to serve in the government and nonprofit arenas. As part of California Lutheran University's Master of Public Policy and Administration program, the Gallegly Center will offer students a wide range of experiential learning opportunities at the local, state, and national levels creating a pathway to public service careers. Ultimately, the Gallegly Center will serve as an interdisciplinary forum for faculty, scholars, and students to redefine what it means to be civically engaged.

COMPONENTS OF THE GALLEGLY CENTER INCLUDE:

Public Service Fellows

Students selected as Fellows in their third or fourth year of their undergraduate degree program will be placed on the fast track to a public service career by having them complete their graduate degree in public policy and administration in one year. Fellows will have internship opportunities in Washington, D.C., Sacramento or Ventura County. As graduate students, Fellows will complete a research project and field practicum.

Gallegly Center Archive and Collection

The Gallegly Center completed in 2018 is a working office and replica of his Washington, D.C. office that will serve as a hub for the Public Service Fellows as well as a repository for Gallegly's congressional archives. Cal Lutheran will be archiving and digitizing the relevant documents to make it accessible to scholars, researchers, faculty and students. The Gallegly archives will contain accounts and documentation on some of the most significant historical events in our lifetime.

Distinguished Speakers Series

The Gallegly Center will host and provide a venue for an annual Distinguished Speaker Series that will bring renowned and noteworthy dignitaries, authors, and experts who exemplify public service to speak at Cal Lutheran on public service and civic engagement.

A LIFETIME OF SERVICE: REPRESENTATIVE ELTON GALLEGLY

Elton Gallegly served from January 3, 1987 until January 3, 2013 completing 13 terms of service in the U.S. House of Representatives. He is the longest serving congressional representative in Ventura County history and served with five presidents.

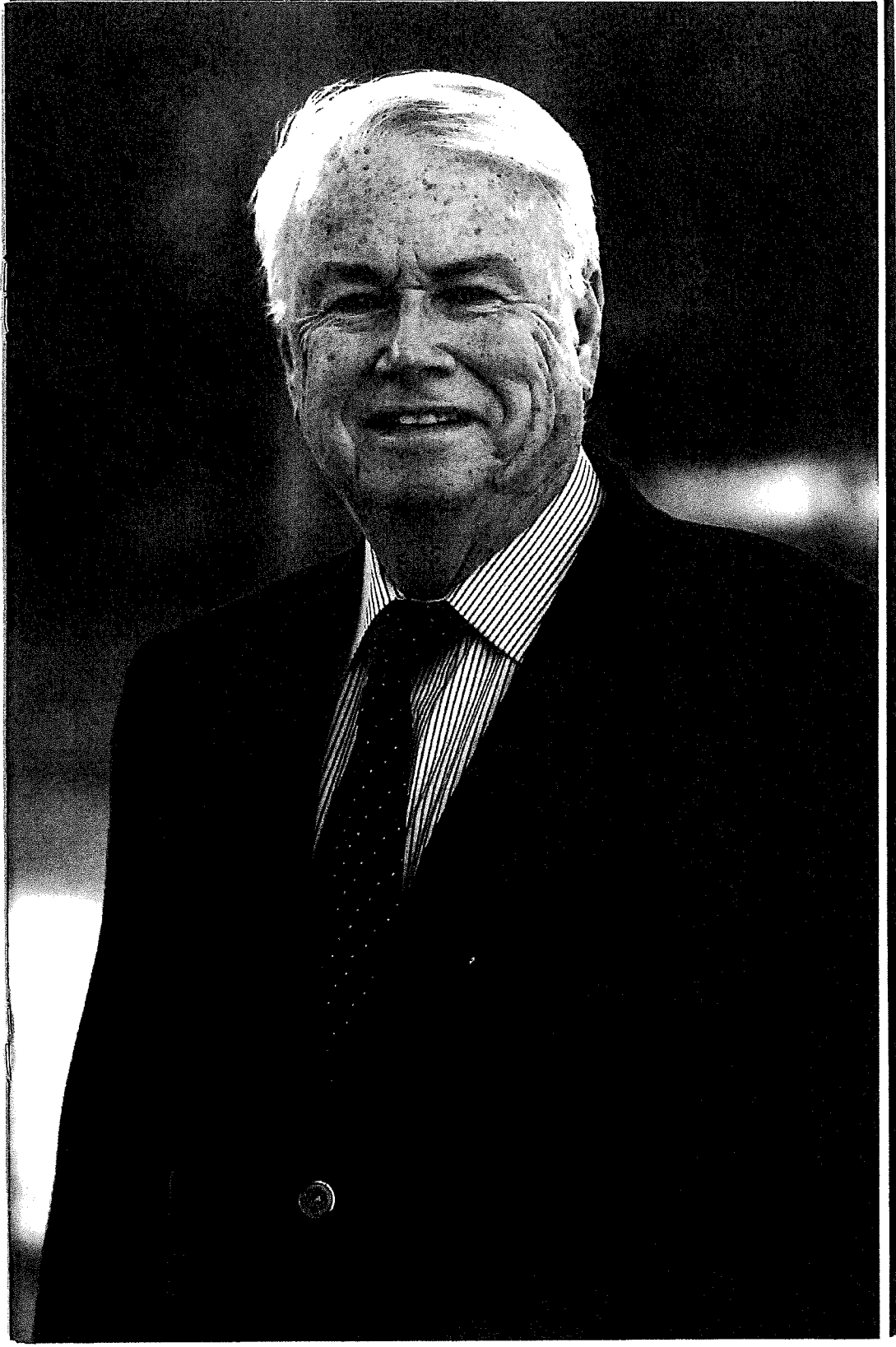
Representative Gallegly was instrumental in advocating for the passage of a major NATO expansion legislation throughout Europe, the Balkans and the Baltics, representing the U.S. at the 2002 summit in Prague. He chaired one of the first hearings on the 9/11 Commission's recommendations as chair of the Subcommittee on International Terrorism, Nonproliferation and Human Rights and wrote legislation to impede the international travel of terrorists. In 2010, he was named Vice Chair of the Foreign Affairs Committee. He was also recognized for his work on the Good Friday Agreement that brought peace to Northern Ireland.

In recognition of his work on foreign policy and national security issues, Representative Gallegly has been honored by the American Legion, Order of the World Wars and Vietnam Veterans of Ventura County.

He provided leadership in establishing the Port of Hueneme, the only deep water port between Los Angeles and San Francisco, and attaining official designation from the USDA Customs Port as a Port of Entry, contributing to the economic revival of Naval Base Ventura County by creating thousands of jobs.

Representative Gallegly was appointed to serve on the Permanent Select Committee on Intelligence that is charged with oversight of the United States Intelligence Community. He was a member of the Committee on the Judiciary, where he served as Chairman of the Subcommittee on Immigration Policy and Enforcement. He was a leader on public safety issues and was responsible for the passage of a bill that provided resources to local law enforcement to investigate and prosecute cases based on DNA evidence. As the chairman of the Congressional Animal Protection Caucus, he led the fight against cruelty to animals and received many accolades for his work.

He was a passionate advocate for his constituents in Ventura County and Santa Barbara County and served them for over 26 years. He and his wife Janice of 44 years make quite the team and take pride in their four children and 10 grandchildren.



PUBLIC SERVICE FELLOWS



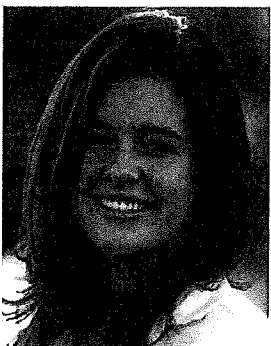
Katy Crabtree '15, MPPA '16

"It was one of the best experiences I could have had learning about myself, where I see myself in the future and what type of career I want to pursue. It solidified my decision to continue my education in public policy."



Dalia Flores '16, MPPA '17

"I want to be an active member of my community, continue to participate in our country's democratic process, and be an employee with strong morals and values. Thanks to the Public Service Fellowship, I know I can reach goals I never even imagined."



Nina Kuzniak '13, MPPA '14

"By honoring my leadership, decision-making, and policy development skills, my fellowship and the Masters of Public Policy and Administration program will set me on a path to success."



Kiera Murphy '14, MPPA '15

"The whole entire experience as a Public Service Fellow helped me achieve personal, professional, and academic goals."



Paulina Nunez '17, MPPA '18

"Poor ethical choices, inefficient systems, and policies that cannot be implemented properly are making the public lose trust in the government. It is public servants, those who are committed to improving our communities that are going to gain public trust back. I have been saying for a while that I want to be mayor of my city one day. Thanks to the Public Service Fellowship, I believe that statement can become a reality one day."



Zachary Zabo '13, MPPA '14

"I knew I had finally found a program that would not only help me achieve my dream of attaining a graduate education, but also allow me to perform professional research in the realm of civic engagement."

GALLEGLY CENTER FUNDING OPPORTUNITIES

Your support of the following elements of the Gallegly Center would be appreciated.

Public Service Fellowships

By funding a Public Service fellowship, you can provide scholarship support for a deserving graduate student who will attain the academic and experiential training to engage and serve the community through a career in public service.

Gallegly Center Archive and Collection Project

The Gallegly Center Archive and Collection project is focused on the preservation, digitization and accessibility of Representative Gallegly's government documents, correspondence, and papers to create an enduring record of his 33 years of public service.

Distinguished Speaker Series Endowment

The Distinguished Speaker Series will bring renowned and noteworthy dignitaries, authors and experts who exemplify public service to speak at Cal Lutheran on public service and civic engagement.

For more information, please contact
University Advancement at (805) 493-3158.

CalLutheran.edu/gallegly

*All gifts to California Lutheran University are tax-deductible to
the extent provided by law. Tax identification number 95-2962604.*

**Kristine D.
Calara, MBA**

**University
Advancement**

Associate Vice President

kcalara@CalLutheran.edu

Office (805) 493-3837

Fax (805) 493-3497

60 West Olsen Road #1675

Thousand Oaks, CA 91360

California Lutheran
UNIVERSITY

California Lutheran UNIVERSITY

About the Cover:

The water fountain featured on the cover is located between the University bookstore and Hansen Center in All Nations Plaza. The plaza name reflects California Lutheran University's commitment to educating leaders for a global society.

California Lutheran University

ELTON AND JANICE GALLEGLY CENTER
FOR PUBLIC SERVICE AND CIVIC ENGAGEMENT

JOIN US IN PREPARING FUTURE LEADERS FOR PUBLIC SERVICE

Public Service Fellowships

The future of democracy will depend upon the quality and the character of the men and women that we prepare for public service. With your support, the Gallegly Center can fulfill its mission to inspire and support graduate students in our Master's in Public Policy and Administration Program as they launch their future in public service.

Gallegly Fellowship Fund

A gift of any amount to this fund will directly support dedicated students and help ensure a pipeline of public service leaders.

Endowed Named Fellowship

With a gift of \$750,000, you can establish an endowed fellowship where the principal remains intact as earnings on the principal fund your named fellowship in perpetuity.

Legacy Fellowship

Make a charitable bequest in your will or trust as part of your estate plan. It costs nothing now, but assures that your gift will have a lasting impact by funding a named fellowship.

For more information, please call (805) 493-3158 or
development@CalLutheran.edu.

All gifts to California Lutheran University are tax-deductible to the extent provided by law. Tax ID# 95-2962604

CalLutheran.edu/gallegly

California Lutheran University

ELTON AND JANICE GALLEGLY CENTER
FOR PUBLIC SERVICE AND CIVIC ENGAGEMENT

Yes, I would like to contribute in support of the following:

- ☐ Public Service Fellowships
- ☐ Gallegly Archives and Collection
- ☐ Gallegly Center Distinguished Speaker Series

My/Our gift will be:

- ☐ \$5,000 ☐ \$2,500 ☐ other \$ _____
- ☐ \$1,000 ☐ \$500

For information on establishing a named fellowship,
please call (805) 493-3158.

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

E-mail: _____

- ☐ I have enclosed my check payable to:
California Lutheran University

- ☐ Please charge my:    

Cardholder's name: _____

Card number: _____

Exp. date: _____ Sec. code: _____

Signature: _____

- ☐ I have included Cal Lutheran in my will or living trust.

Please mail or fax this form to:

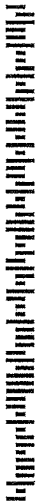
California Lutheran University
60 West Olsen Road, #1675
Thousand Oaks, CA 91360

Phone: (805) 493-3158

Fax: (805) 493-3497

To make your gift online, visit: CalLutheran.edu/gallegly

Thank you for your support!



UNIVERSITY ADVANCEMENT #1700
CALIFORNIA LUTHERAN UNIVERSITY
60 WEST OLSEN ROAD
THOUSAND OAKS CA 91360-9986

POSTAGE WILL BE PAID BY ADDRESSEE

BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO. 22 THOUSAND OAKS, CA



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



EXHIBIT 6

Master Services Agreement

This Master Services Agreement ("Agreement") is effective as of **July 1, 2021** ("Effective Date"), and is made and entered into by and between California Lutheran University ("CLU"), a private liberal arts university located at 60 West Olsen Road, Thousand Oaks, CA 91360 and Heritage Werks, Inc. ("Heritage Werks"), an Illinois corporation located at 3333 Warrenville Road, Suite 200, Lisle, Illinois, 60532. CLU and Heritage Werks may be referred to herein collectively as the "Parties" or individually as a "Party".

CLU CONTACT	PHONE AND E-MAIL ADDRESS
Name: Grady Hanrahan	Phone:
Title: Professor	Email: ghanraha@callutheran.edu

HERITAGE WERKS CONTACTS	PHONE AND E-MAIL ADDRESS
Keir Walton	Phone: (630) 995 – 0126
President and CEO	Email: keir.walton@heritagewerks.com
Debbie Waller	Phone: (678) 910 – 2890
Senior Vice President	Email: debbie.waller@heritagewerks.com
Valerie Clark	Phone: (847) 704 – 1620
Chief Financial Officer	Email: valerie.clark@heritagewerks.com

1. SERVICES

Heritage Werks offers the following Services:

Archival Storage, Disaster Preparedness and Response

Archival Services

- Packing and Relocation
- Preservation and Arrangement
- Collection Management
- Collection Development
- Active Integration
- Program Management, Process & Routines
- Oral Histories & Story Capture
- Reference & Research

Digital & Platform Services

- Digital Archive
- Digitization
- Data Assessment & Migration
- Metadata Tagging

Heritage Outreach, Education, Creative & Communications Services

- Anniversary Strategy & Planning
- Books, eBooks & Publication Support
- Crisis Communications Support
- Documentary Film Support
- E-Learning & Training
- Historical Research & Storytelling
- Interactive Experiences & Touchscreens
- Heritage Marketing Content
- Museum & Exhibit Support
- New Facility Programming
- Podcasts & Videos On-Air Talent
- Property Heritage Tour Support
- Virtual Museum Support
- Web & Mobile Content Platform

A. Statement of Work

The Parties shall agree upon the details of a Statement of Work ("SOW") that outlines the Services to be provided throughout the Term of this Agreement. In the event of any conflict between the terms of this Agreement and the terms contained in the SOW, the terms of this Agreement shall control. Notwithstanding, this Agreement allows for an additional term or terms to be stated in the SOW, provided that any additional term specifically identifies it as being in addition to or modifying the Agreement terms, in which case the terms in the SOW shall control.

B. Additional Services

Any Services requested by CLU beyond the scope of the SOW and time frame described in this Agreement or any applicable SOW and that shall result in additional fees and/or expenses shall be considered "Additional Services." Before Additional Services are undertaken, Heritage Werks shall obtain CLU's prior written approval by means of a separate SOW to be attached to and made a part of this Agreement. Each SOW shall state the term during which the Additional Services shall be provided. If no specific term is described, then the SOW shall automatically terminate upon the completion of the described Additional Services. Each SOW must state that it is entered into pursuant to the terms and conditions of this Agreement.

C. Change Order Process

If either Party requests a modification to a SOW that impacts the fees, timing or scope of services to be provided (each instance, a "Modification"), then both Parties shall approve in writing the Modifications in a Change Order ("Change Order") before Heritage Werks shall be required to make such Modification. If the Modification as set forth in the Change Order is not agreed to, then the Parties shall complete their obligations with respect to the Services set forth in the original SOW.

If a Change Order requires postponement of a subsequent deadline and/or change in cost, then Heritage Werks shall advise CLU of the anticipated delay and/or cost change (if any), and CLU may then decide whether to execute the Change Order.

2. COMPENSATION

A. Fees and Expenses

Subject to Heritage Werks successfully providing the Services under this Agreement, CLU agrees to pay Heritage Werks the fees and expenses specified in any applicable SOW to this Agreement. Heritage Werks shall obtain CLU's written approval prior to incurring additional fees and/or out-of-pocket expenses exceeding the amount specified in any applicable SOW. All travel-related expenses shall be pre-approved by CLU and shall be in accordance with CLU's Travel & Expense Policy.

B. Invoicing

Heritage Werks shall invoice CLU for the Services outlined as agreed to by the Parties in writing in any applicable SOW. Heritage Werks shall submit acceptable documentation for all fees and expenses billed. Fees and expenses shall not be reimbursed without documentation reasonably acceptable to CLU. Any applicable sales and/or use taxes shall be listed as a separate line item on each invoice.

C. Payment

Payment of undisputed fees and expenses is due within thirty (30) days of CLU's receipt of a correct invoice and applicable backup expense documentation.

D. Additional Services

Should CLU request Additional Services, Heritage Werks shall bill CLU for such Additional Services in accordance with the applicable SOW.

3. OWNERSHIP OF MATERIAL

CLU warrants that it is the owner of all materials within the Gallegly Archives, donated with no use restrictions to CLU by Congressman Elton Gallegly, as well as any deliverables, supplied to or created by Heritage Werks pursuant to this Agreement. Heritage Werks' use of the materials under this Agreement does not infringe any trade name, trademark, trade secret, copyright or other right.

CLU's intellectual property rights in the materials comprising the Gallegly Archives (physical collection and digital assets) shall be retained by CLU except as otherwise noted in this Agreement.

All materials created by Heritage Werks pursuant to this Agreement shall be treated as works made for hire, and ownership of such works shall be vested automatically in CLU. Furthermore, Heritage Werks hereby assigns and transfers to CLU all copyrights and other rights to any materials or metadata created under this Agreement. Heritage Werks agrees to assist CLU (at CLU's expense) in all means necessary required to perfect the rights defined in this section and agrees to execute any documents of assignment or registration of copyright requested by CLU respecting such works. Collectively with the physical collection, the digital assets, corresponding descriptions and any deliverables produced to describe or manage the service noted in paragraph one of this section, all such materials described herein shall be referred to as the "Gallegly Archives."

CLU hereby grants to Heritage Werks a royalty-free, nonexclusive, limited license to the Gallegly Archives, during the Term of this Agreement and only to the extent necessary for Heritage Werks to complete its obligations under this Agreement. Heritage Werks shall not use any materials in which CLU has intellectual property rights in any derivative works or for any other purposes other than as specified in this Agreement without CLU's prior written consent.

All tangible items, including archival supplies (including, but not limited to, boxes, folders, labels and sleeves), billed to and paid for by CLU shall be considered part of the Gallegly Archives and are the sole property of CLU. Upon termination of the Agreement, all such items shall be returned to CLU.

4. WARRANTIES

Heritage Werks represents and warrants that:

- A. Heritage Werks shall maintain the Gallegly Archives in a secure, archival facility and in accordance with the terms of this Agreement, any applicable SOW and all applicable industry standards;
- B. Heritage Werks shall perform all Services in a professional manner, using qualified personnel, and in accordance with the terms of this Agreement, any applicable SOW and all applicable industry standards;
- C. Any tangible items furnished to CLU under this Agreement shall be of the quality, size and dimensions requested by CLU or required by the terms of this Agreement, shall be free from defects in materials and workmanship, and shall be fit for the intended purpose;
- D. In performing the Services, Heritage Werks shall not make unauthorized use of any trade secrets or confidential or proprietary information of a third party and all Services and deliverables provided under this Agreement shall not infringe any third party right, including, but not limited to any patent, copyright or other proprietary right;
- E. Heritage Werks shall have all right, title, ownership, marketing and other rights required to furnish all Services and tangible items to be provided to CLU under this Agreement; and
- F. Heritage Werks shall comply with all applicable laws, rules and regulations regarding the Services, including, but not limited to, environmental laws, rules and regulations.

5. INDEMNIFICATION

A. By CLU

CLU shall indemnify and hold Heritage Werks harmless for all losses, damages, liabilities, claims, demands, lawsuits and expenses, including reasonable attorney's fees, that Heritage Werks may incur or be liable for as a result of any claim, lawsuit or proceeding made or brought against Heritage Werks that is based upon or arises out of any of the following, except to the extent resulting from or arising out of Heritage Werks' negligence, willful misconduct or breach of or failure to perform in accordance with this Agreement: (i) allegations that the Gallegly Archives violates or infringes upon the copyright, trademark, patent or other rights of any third party; or,

(ii) that CLU's activities in connections with its performance under the Agreement induce, promote or encourage the violation of or infringement upon the rights of any third party.

B. By Heritage Werks

Heritage Werks shall indemnify and hold CLU harmless for all losses, damages, liabilities, claims, demands, lawsuits and expenses, including reasonable attorney's fees, that CLU may incur or be liable for as a result of any claim, lawsuit or proceeding made or brought against CLU that is based upon or arises out of any of the following, except to the extent resulting from or arising out of CLU's negligence, willful misconduct or failure to perform in accordance with this Agreement: (i) Heritage Werks' breach of this Agreement or any SOW thereunder; or, (ii) allegations of libel, slander, defamation, invasion of privacy, piracy, plagiarism, misappropriation of idea or title or infringement of any intellectual property rights arising from or directly connected with any Services conducted by Heritage Werks for CLU.

It is expressly understood that the foregoing indemnification by Heritage Werks shall not apply where the claim arises in situations where, (i) the claim arises from matters as to which Heritage Werks has advised CLU of the risks involved in writing and CLU has agreed to accept those risks in writing, or (ii) CLU has breached any warranty of this Agreement.

6. LIMITATION OF LIABILITY

Neither Party shall be liable to the other Party for any incidental, indirect, special, consequential (including but not limited to loss of business or profits), punitive or exemplary damages, arising out of or related to this Agreement even if the Party has been advised of the possibility or could have foreseen such damages. Notwithstanding the foregoing, such limitations of liability shall not apply to damages resulting from either Party's gross negligence or willful misconduct or from either Party's material breach of its obligations pertaining to confidentiality, data security or non-infringement contained herein.

7. CONFIDENTIALITY

The information contained in this Agreement, its Exhibits and any applicable SOWs is confidential. It is intended for the exclusive use of the Parties. Use or disclosure of this information to persons outside of CLU or Heritage Werks is prohibited without the written consent of the other Party.

8. INSURANCE

At its own expense, Heritage Werks shall provide and keep in full force and effect during the Term of this Agreement the following minimum amounts of insurance with companies having an AM Best rating of A- or higher at the time the policies are bound:

- Workers' Compensation including statutory coverage as required by the laws of the jurisdiction in which the services are performed.
- Employers' Liability with a limit of not less than \$1,000,000 per accident.

- Cyber Liability with a limit of \$10,000,000.
- General Liability including bodily injury, personal injury, blanket contractual liability and property damage with a \$1,000,000 per occurrence limit.
- Property Insurance covering all personal property and equipment owned, leased or rented by Heritage Werks, and used in the scope of Heritage Werks' business.
- Errors & Omissions including Professional Liability Insurance covering the errors and omissions of Heritage Werks employees with a \$5,000,000 per occurrence limit.
- Umbrella Liability in the amount of \$10,000,000 per occurrence.

Heritage Werks shall submit a Certificate of Insurance ("COI") to CLU upon execution of this Agreement and to CLU upon annual renewal of coverage.

9. TERM, TERMINATION AND TRANSITION SERVICES

A. Term

The Term of this Agreement shall commence on **July 1, 2021** (the "Effective Date") and shall terminate on **June 30, 2023**. Thereafter, the Parties may extend this Agreement under the same conditions for an additional term by providing written notice to Heritage Werks at least thirty (30) days prior to the end of the Term or any extended term.

B. Termination

This Agreement may be terminated as follows:

1. Without Cause

CLU may terminate this Agreement without cause at any time with ninety (90) days prior written notice to the other Party;

2. With Cause

This Agreement may be terminated for cause as follows:

- a. By either Party for a material breach of any term hereof by the other Party provided the breach is not corrected within thirty (30) days after the written notice of such breach to the breaching Party;
- b. Immediately by either Party upon written notice to the other Party if the other Party shall become insolvent, shall make an assignment for the benefit of creditors, or shall be placed in receivership, reorganization, liquidation or bankruptcy;
- c. By CLU upon written notice to Heritage Werks, if for any reason, there is a change in the ownership, management or control of Heritage Werks that in

CLU's judgment materially affects the management and operation of the Services to be rendered by Heritage Werks; or

- d. By CLU immediately in the event of any breach of any obligations pertaining to nondisclosure, data security or non-infringement by Heritage Werks or by any permitted subcontractor.

C. Effect of Termination

In the event CLU terminates this Agreement, except for termination for cause, CLU shall pay all undisputed fees and approved expenses incurred up to the effective date of termination plus applicable costs and expenses (at actual cost), including the fees incurred during the removal of the Gallegly Archives from Heritage Werks.

In the event this Agreement is terminated for any reason, Heritage Werks shall refund to CLU within thirty (30) days after the effective date of termination any remaining balance of pre-paid fees and expenses or any unused fees and expenses paid by CLU to Heritage Werks.

D. Transition

In addition to Section 9C above, upon termination, the following terms shall apply to Transition (relocating the Gallegly Archives from Heritage Werks to another location, selected by CLU). In the event of termination of this Agreement for any reason:

i. **General Responsibilities**

Heritage Werks shall return to CLU the Gallegly Archives in the manner in which Heritage Werks received, preserved and/or organized the collection including the physical and intellectual arrangement. Heritage Werks shall return any and all Confidential Information created under this Agreement and any copies thereof (in whatever medium) to CLU, or to a successor vendor chosen by CLU.

Within three (3) business days of completion of Transition Services, Heritage Werks and its subcontractors shall not retain any of the Gallegly Archives, including physical papers, electronic or digital data, in its location or on its servers. Heritage Werks and its subcontractors shall provide a written certification to CLU that no Gallegly Archives assets reside on Heritage Werks' locations, hard drives, system files or any other location or system.

ii. **Physical Collection**

Heritage Werks shall be accountable for the removal of the Gallegly Archives from its shelving location, packing and palletizing all materials for shipment in a manner consistent with archival industry standards, and moving all packed and palletized materials to Heritage Werks' loading dock for pick up.

Heritage Werks shall provide an estimate of the fees and expenses necessary to pack, palletize and transport the Gallegly Archives to its loading dock. Heritage Werks must seek CLU's written authorization to purchase materials and supplies

and to proceed with packing prior to commencing such services. Fees shall be based upon the linear footage of the Gallegly Archives housed at the Location at time of the requested transfer and shall be approved by CLU.

CLU shall be responsible for the loading, pick-up, transport, off-loading and insurance of any shipment of the Gallegly Archives after it is removed from the Heritage Werks Location.

iii. **Electronic and Digital Data**

Heritage Werks shall return to CLU all electronic files and digital assets via a newly-purchased external hard drive.

10. SUBCONTRACTORS

Heritage Werks is prohibited from subcontracting with third parties to perform any of the Services described herein without the prior written consent of CLU. Subcontractors approved by CLU shall be referred to as "Approved Subcontractors" and shall be specified in each applicable SOW.

Heritage Werks certifies that each Approved Subcontractor has executed (and agrees that any future Approved Subcontractors shall execute prior to beginning any work) a non-disclosure agreement with Heritage Werks. In employing Approved Subcontractors, Heritage Werks agrees to accept full and total responsibility for the negligent actions or omissions of its Approved Subcontractors and each reference in this Agreement to "Heritage Werks" shall include any Approved Subcontractors providing services on behalf of Heritage Werks. Unless otherwise agreed to by CLU in writing, Heritage Werks is responsible for any Services provided by an Approved Subcontractor of Heritage Werks and for any fees, charges or expenses arising from the Approved Subcontractor. Heritage Werks acknowledges and agrees that CLU shall have no direct contractual responsibility to pay any Approved Subcontractor of Heritage Werks.

All agreements between Heritage Werks and Approved Subcontractors shall contain the following:

The Approved Subcontractor shall return any material from the Gallegly Archives in its possession or under its control to CLU on a newly purchased external hard drive in the event CLU engages a different vendor for any service being provided by the Approved Subcontractor.

11. GENERAL PROVISIONS

A. Relationship of the Parties

Neither CLU nor Heritage Werks is authorized to obligate the other party to any third party. This Agreement is not intended to, nor shall it be deemed to, constitute or create a joint venture, partnership or other association between the Parties.

B. Attorney Fees

In any action between the Parties to enforce any of the Terms of this Agreement, the prevailing party shall be entitled to recover expenses, including attorneys' fees and prejudgment interest.

C. Routine Correspondence and Notices

Routine correspondence shall be communicated through e-mail, fax or regular U.S. Postal Mail Service. Formal notices required by this Agreement shall be in writing and deemed given when delivered in person, or three days after the day of mailing by certified mail, return receipt requested, or two days after delivery to a nationally-recognized overnight courier, to the person and the address noted below or to such other person or other address as either Party may designate in writing from time to time:

If to CLU:
60 West Olsen Road
Thousand Oaks, CA 91360
Attn: XXX

If to Heritage Werks:
3333 Warrenville Road, Suite 200
Lisle, Illinois 60532
Attn: Keir Walton, CEO

Legal notices shall be provided to:

If to CLU:
60 West Olsen Road
Thousand Oaks, CA 91360
Attn: General Counsel

If to Heritage Werks:
c/o Saul Ewing LLP
1919 Pennsylvania Avenue, NW, Ste 550
Washington, DC 20006
Attn: Mark I. Gruhin, Co-Managing

D. Waiver

Failure by either Party to enforce at any time or for any period of time the provisions of this Agreement shall not be construed as a waiver of such provision, and shall in no way affect such Party's rights to later enforce provisions.

E. Headings

Headings in this Agreement are for reference only. In case of a conflict between a heading and the content of a section, the content shall control.

F. Entire Agreement

This Agreement and its exhibits constitute the entire understanding between CLU and Heritage Werks with respect to the subject matter contained herein and supersedes all prior agreements, understandings and negotiations with respect to the subject hereof. No waiver, modification or addition to this Agreement shall be valid unless in writing and signed by both Parties.

G. Amendments

Any amendments to this Agreement must be in writing and signed by both Parties, who shall follow procedures for notifying either Party as outlined in Section 11.C of this Agreement.

H. Assignment

Heritage Werks may not assign any of its rights hereunder without the written consent of CLU.

I. Audit

CLU and/or its duly authorized representative shall have the right at any time, with reasonable advanced notice, to audit Heritage Werks' performance, facilities, records and accounts and those of any Heritage Werks subcontractor, and to take copies of or extracts thereof, related to this Agreement to verify that performance is in compliance with the terms of this Agreement. Heritage Werks shall cooperate fully in any audit, investigation or inquiry and shall make available to CLU all reasonably requested records. Heritage Werks shall maintain complete and accurate records in accordance with standard accounting practices during the term of this Agreement and for a period of at least six (6) years following the date of termination of this Agreement.

J. Governing Law

This Agreement and all rights and duties hereunder, including but not limited to all matters of construction, validity and performance, shall be governed by and construed under the laws of the State of Illinois, other than its law with respect to conflicts of laws. The Parties agree to personal jurisdiction by the courts of the State of Illinois.

K. No Publicity

Heritage Werks shall not use CLU's name, trade names, service marks, trademarks, or logos (or that of its subsidiaries and affiliates) in publicity releases, CLU lists, advertising, or any other external communications or public disclosures without the express, prior written consent of CLU. Any such consent so provided shall only be valid for the term specified in CLU's written authorization and under the terms set forth therein.

L. Conflict of Terms

In the event of any conflict between the terms of this Agreement and the terms contained in any SOW, the terms of this Agreement shall control. Notwithstanding, this Agreement allows for an additional term to be stated in a SOW, provided that such additional term specifically identifies it as being in addition to or modifying the terms of this Agreement, in which case the term in the SOW shall control.

M. Exhibits

The following Exhibits are attached to and made part of this Agreement.

Exhibit A: SOW #1

12. ACCEPTANCE

The Parties hereto indicate their acceptance of this Agreement by their signatures below.

California Lutheran University
Lori E. Varlotta, President

Signature _____ Date _____

Heritage Werks:
Keir Walton, CEO

Signature _____ Date _____

Exhibit A: SOW #1

The following Statement of Work (the "SOW") details the Services to be provided by Heritage Werks for CLU. The Parties shall enter into this SOW pursuant to the terms and conditions of the Agreement dated July 1, 2021.

1. TERM

This SOW shall commence upon approval of Phase 1 and shall continue until the Gallegly Archives are returned to CLU.

2. PROJECT PHASES

A. PHASE 1: RELOCATE AND ASSESS THE GALLEGLY ARCHIVES.

- I. Archives Relocation and Installation. Heritage Werks shall oversee the packing and palletizing of materials representing the Gallegly Archives and currently centralized in commercial storage in Thousand Oaks, California. Materials include boxes in storage, as well as 169 video clips provided by CSPAN and additional materials provided by Congressman and Mrs. Gallegly. Heritage Werks shall safely transfer the archives to Suwanee, Georgia, where the collection shall be installed in the Heritage Werks secure archival facility.
- II. Assess and Build a Processing Plan. Heritage Werks shall assess the Gallegly Archives for archival value, set-aside non-archival material and build a processing plan that shall be implemented in Phase 2, once approved by CLU.

B. PHASE 2: FORMALIZE THE GALLEGLY ARCHIVES.

- I. Preserve, Organize and Inventory Archival Materials. Utilizing the processing plan developed in Phase 1, Heritage Werks shall preserve, organize, inventory and establish an intellectual records arrangement for the Gallegly Archives following archival best practices, then label and prepare a written guide to resources (finding aid) and a written collection inventory.

C. PHASE 3: DIGITIZE THE GALLEGLY ARCHIVES & PREPARE TIMELINE.

- I. Digitize High-priority Materials. Heritage Werks shall digitize high-priority materials (documents, photographs and objects) based on moments, milestones, subjects, and accomplishments in Congressman Gallegly's career. Digitization includes up to 50,000 pages, 1,500 images and 100 objects. Heritage Werks shall OCR convert documents to support text-search functionality. Heritage Werks shall correlate the digital files to the inventory and shall copy all digital files to a portable hard drive and provide the hard drive to CLU, who shall make the Gallegly digital files accessible through the CLU website.

NOTE: Conversion of media (film, audio, video) is not included in this SOW, but may be considered under a separate SOW. Heritage Werks shall provide a quote for conversion of media assets.

- II. Prepare Career Timeline. Utilizing the Gallegly Archives, external and online resources, Heritage Werks shall prepare a career timeline to accompany the processed collection and to supplement the written guide to resources (finding aid).

- D. PHASE 4: RETURN THE GALLEGLY ARCHIVES TO CLU. Heritage Werks shall provide recommendations for shelving, room layout, environment and disaster preparedness best practices to prepare an archives room, outfitted by CLU. Heritage Werks shall safely pack and return the Gallegly Archives to CLU (Note: CLU will install the collection in the CLU-prepared archives space on the CLU campus).

3. SUPPORT SERVICES

- A. Account/Project Management. Heritage Werks shall assign a senior account director and a team of senior directors, professional archivists, historians, researchers and writers responsible for implementing all Services in this SOW. Heritage Werks shall schedule regular progress meetings with CLU.
- B. Archives Storage, Security and Disaster Preparedness Heritage Werks shall maintain the Gallegly Archives in a secure archival facility, managed by a team of professional archivists, monitored 24/7 for environment, lighting, water, fire and security and protected by a disaster preparedness and response plan, until the collection is returned to CLU.
- C. Access, Reference and Research Services on Demand. Heritage Werks shall provide CLU access to the Gallegly Archives and respond to CLU reference requests on demand, until the collection is returned to CLU.

4. COMPENSATION

CLU agrees to compensate Heritage Werks for fixed fees and expenses as follows:

<u>PHASE 1: RELOCATE AND ASSESS THE GALLEGLY ARCHIVES</u>	
Local Packing & Installation at HW; Delivery Shipment and Supplies	\$27,700
Collection Assessment and Processing Plan	\$25,000
TOTAL PHASE 1	\$52,700

PHASE 2: FORMALIZE THE GALLAGLY ARCHIVES	
Preserve, Organize and Inventory Archival Materials and Supplies	\$181,500
TOTAL PHASE 2	\$181,500
PHASE 3: DIGITIZE HIGH-PRIORITY MATERIALS AND PREPARE TIMELINE	
Digitize High-priority Materials	\$67,000
Prepare Career Timeline to Supplement Collection/Finding Aid	\$15,000
TOTAL PHASE 3	\$82,000
PHASE 4: RETURN THE GALLEGLY ARCHIVES TO CLU	
Packing and Consultation; Return Shipment and Supplies	\$18,800
TOTAL PHASE 4	\$18,800
TOTAL PHASES 1 – 4:	\$335,000
SUPPORT SERVICES	
Client Services/Project Management	Included
Annual Archives Storage, Security and Disaster Preparedness	\$12,000 per year
Access, Reference and Research Services on Demand	\$125 per hour

5. **PAYMENT**

- Phase 1 \$52,700 Upon commencement
- Annual Storage \$12,000 Upon commencement and annually thereafter
- Phases 2-4 TBD Aligned to fundraising activities

Net 30 days

If CLU is unable to raise the full funds to complete Phases 2 and 3 in this SOW, then CLU shall pay for archives storage through the date of approved maintenance, at which time Heritage Werks shall pack and return ship the archives back to CLU, as outlined in Phase 4.

Reference services on demand and any additional out-of-pocket expenses shall be approved in writing by CLU prior to purchase.

6. **APPROVED SUBCONTRACTORS.**

The following is an Approved Subcontractor pursuant to Section 10 in the Agreement:

Beltman Van Lines™ – Beltman Van Lines shall pack and transfer materials to Heritage Werks. Prior to leaving commercial storage in Thousand Oaks, California, the drivers shall seal the trailer for added security. The seal shall be released by Heritage Werks upon arrival in Suwanee, Georgia.

7. **APPROVAL**

The Parties hereto indicate their acceptance of this SOW by their signatures below.

California Lutheran University
Lori E. Varlotta, President

Signature _____ Date _____

Heritage Werks:
Keir Walton, CEO

Signature _____ Date _____