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Re: Ché Café Collective v. UC Regents; Concerned Che Café
Alumni; Suggestions for Resolution/Settlement

Dear Mr. Park:

Thank you for speaking to me recently about the above matter. I am writing in an effort toward assisting in brokering a potential resolution of this dispute. This letter follows our recent telephone call in which you communicated that you and your client are open to considering a written proposal for a resolution.¹ The terms presented in this letter have been crafted with the Ché Café Collective (“Collective”) and it is in full agreement with these terms.

I. Introduction

Please accept this letter on behalf of the Collective and the recently-formed Ché Café Support Network (“Support Network”). It is a serious effort to put forth an initial proposal in furtherance of a potential settlement (“Proposal”). We are prepared to submit a more detailed package as discussions proceed. We are hopeful that we can arrive at a mutually-beneficial resolution that would allow for continued use of the Facility by students, faculty, and guests.

¹ As you know, I was assisting with this matter in a very limited capacity and had been given authority to communicate with counsel regarding a proposed resolution and an extension to a filing deadline. Please note that I am now formally representing the recently-formed Ché Café Support Network, a group of University of California, San Diego (“University” or “UCSD”) alumni and supporters of the Ché Facility (“Facility”).

By way of background, the Facility is an institution and landmark that – although possibly not fully appreciated by those who have not been directly involved with it over its 34 - year existence – holds an unmatched, immeasurable significance to thousands, of former visitors and members, 11,000 of whom recently signed a petition to that effect.

In direct contrast to most other San Diego venues and events open to young people and students which allow/encourage the consumption of alcohol,² the Facility has represented the only youth and student-led, all-ages gathering space in San Diego with a zero tolerance policy for alcohol and drugs. It also includes an explicit zero-tolerance policy and organizational culture which disallows violence, misogyny and sexism, racism, and homophobia. The Facility has thus been one of the only truly “safe” spaces for students and youth to gather for evening concerts, meetings, workshops, and other events and activities.

This unique history is part of the context underlying the up-swell of support that the Facility has garnered as its existence is being threatened.

II. Proposed Terms of Resolution/Settlement

The following terms are put forth on behalf of the Support Network but have been reviewed by the Collective. These are being proposed in good faith with the understanding that the Collective would have to ultimately formally agree to any such terms.

A. Proposed Terms - Both Parties

In exchange for a mutual dismissal/withdrawal of the claims existing between the parties (which would include a dismissal of the pending lawsuit by the Collective and a withdrawal of the Notice of Termination served by the University), the parties would agree to execute a new agreement that will-replace and supersede all previous agreements between the parties.

Following the execution of any settlement agreement (“Agreement”), the parties may jointly drafting a news release or similar document explaining the positive outcome to the University community.

Further, both parties will collaborate on the design and deployment of a physical memorialization of: (1) the building’s history and status as one of the original Camp Matthews buildings still in use by the University; and (2) its status as the original student center.

² Including the University’s campus pubs, Sun God Festival, local “Over the Line” competition, innumerable gatherings of fraternities and sororities at the University and at other colleges and universities, and other restaurants, bars, and pubs in San Diego.

B. Proposed Agreements by the Collective

1. Ad Hoc Support Committee

Given the importance of the Facility and the Collective to generations of members, participants, and supporters, and following the recent activity related to the proposed closure of the Facility, several individuals and entities with expertise in multiple fields have stepped forward to assist in crafting creative solutions to the ongoing dispute.

To that end, as part of an Agreement, a group comprised of such individuals and entities would be formed. The goal of forming and maintaining this Ad Hoc Support Committee (“Ad Hoc Committee” or “AHSC”) is to provide guidance to the Collective in relation to the implementation of any agreed-upon resolution, and to provide expertise, resources and other support to the Collective in various specialty areas.

The Ad Hoc Committee will include members of the academic community, including professors and students, as well as consultants and other professionals and supporters. Such members will bring individual and collective experience in: cooperative business management; accounting; and non-profit compliance; event coordination; fundraising; urban planning; sustainable design; construction; and urban agriculture and permaculture design. In addition, a large food cooperative in San Diego has expressed interest in supporting this effort and possibly collaborating in the creative use of the Facility.

With the Ad Hoc Committee, we believe that the Proposal can be implemented and executed in a way that presents exciting opportunities for the Support Network, the Collective, the University, incoming students, and visitors and guests.

2. Within 180 days of the execution of the Agreement, the Collective will engage experts and consultants to assist with an overhaul of core organizational issues, including: updating its Governing Documents, drafting an updated budget and fundraising plan, revamping its membership and decision-making processes,³ ensuring appropriate insurance coverage, and implementing “best practices” for cooperative governance;

3. The Collective will provide documentation to the University of its current/pending tax exempt status under Section 501(c)3 of the Internal Revenue Code and Section 23701(d) of the state Revenue and Taxation Code as soon as available, and in the event there arise any issues with same would provide documentation showing its compliance as soon as practicable but no later than June 1, 2015;

4. The Collective would agree to deposit the approximately \$5,000.00 in claimed past-due rent and utility bills to a rent escrow account or trust fund within ten (10)

³ While not compromising its collective and democratic nature.

days of the execution of the Agreement, until a final determination or agreement is reached on the specific amounts owed, if any;

5. Within 180 days of the signing of an Agreement, the Collective would research and document its compliance with state and local fire safety statutes and regulations, and to the extent any compliance issues exist or arise, would seek to remedy same within a mutually-agreeable timeframe;

6. The Collective would review all other structural repair issues and create a plan and timeframe for implementing necessary repairs/upgrades;

7. The Collective would create a proposal for the creative use of the Facility and its adjacent land (possibly utilizing “placemaking” models) which could include, but not be limited to:

a. Engaging in a student/member-driven initiative, whereby the Collective and all interested participants could install living walls, sustainable fixtures and furniture, solar panels, and other components that would make the space unique both on campus and outside of campus;

b. Working with the adjacent community garden and/or developing an urban farm space which could be used for student education and training as well as producing food for the Facility; and

c. Engaging in a collectively-driven review of the exterior and interior spaces for updated signage, artwork, etcetera.

8. The Collective, with the assistance of the Ad Hoc Committee and with funds generated by both groups, would update and revitalize the Facility’s kitchen restore the Café to full operation.

9. The Collective, with the assistance of the Ad Hoc Committee and with funds generated by both groups, would work directly with local restaurateurs and others for assistance with café management, food preparation, and “marketing,” in an effort to create an inviting locale and menu.

C. Proposed Agreements by the University

1. The University would agree to enter into a new lease with new terms allowing for the use of the Facility through a set date in the future. Said lease would include clear communication and dispute resolution guidelines for both parties. The lease would include a right to cure any breaches and written notice of such alleged breaches;

2. The University would agree that it would work together with the Collective, notwithstanding the input of student governance bodies, to ensure communication and cooperation between the parties;

3. The University would allow the Collective to revitalize and restore the Café/kitchen to full operation in furtherance of generating revenue, and the University would not intervene in the granting of monies to the Café for such renovations from donors/funders.

4. The University would ensure that it would support the above efforts of the Collective so long as the Agreement is being followed, and if it is unable to support a particular effort, it would engage in dispute resolution; and

5. The University would agree to setting aside a specific amount of funding for the Facility which would be supplemented by ongoing fundraising efforts by the Collective and the Ad Hoc Committee.

III. Conclusion

We believe that the above Proposal presents a creative and exciting approach to the use of space at and around the Facility. We believe that with these terms and the commitment and hard work of the Collective, the Support Network, the Ad Hoc Committee, and other supporters, the vision contained in the Proposal is practicable.

Please consider this letter a serious effort toward brokering a resolution; I am hopeful that serious settlement discussions can negate the need for further litigation action this week (including the upcoming August 1, 2014 hearing). Please call me at your earliest convenience at (949) 379-3141, x 105 or email me at cbrennan@perrylaw.us to discuss this further.

We look forward to your response and thank you for your ongoing cooperation.

Very Truly Yours,



Cecilia N. Brennan, Esq.
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cc: James O. McLaughlin