

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between Plaintiff Edgar County Watchdogs (“Plaintiff”) and Defendant, Paris Union School District No. 95 (“Defendant”). There is now pending in the Fifth Judicial Circuit, Edgar County, Illinois, a lawsuit styled Edgar County Watchdogs v. Paris Union School District No. 95, Case No. 2023MR18 (the “Lawsuit”). Plaintiff and Defendant are each referred to individually as “Party” and collectively as the “Parties.” The Parties to the Lawsuit, without any admissions as to fault, liability, or wrongdoing, and in an effort to avoid the uncertainty and expense of further litigation, desire to forever resolve all claims asserted or which could have been asserted in the Lawsuit. The Settlement Agreement is effective as of the date the last signatory signs the Agreement below.

In consideration of the mutual agreements set forth below, the Parties agree as follows:

1. Plaintiff hereby releases and forever discharges Defendant and its officers, board members, directors, trustees, principals, agents, representatives, employees, insurers, reinsurers, and attorneys as well as the heirs, predecessors, successors, and assigns thereof from any and all obligations or claims arising out of or related to the Lawsuit, however denominated.
2. Plaintiff hereby releases, relinquishes, and gives up, and agrees not to directly or indirectly file, retain any recovery for, or pursue any and all claims whether known or unknown, against the Defendant which are alleged, or which could have been alleged, in the Lawsuit, including, but not limited to any claims for injunctive relief pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, any claim for civil penalties arising under FOIA’s Section 140/11(j), and any claims for attorney’s fees and costs arising under FOIA’s Section 140/11(i). This release also includes all claims which relate to conduct occurring during the course of defending or in connection with the Lawsuit, and the negotiation and execution of this Agreement. Plaintiff represents and warrants that it is the sole owner of all claims that it has released in this Agreement and that it has not transferred or assigned any such claim (or any interest in such claim) to any other person or entity, and it will indemnify, defend, and hold Defendant harmless for any damages, costs, or expenses, which it may incur if these representations are incorrect in any respect.
3. Within five (5) business days of the effective date of this Agreement, the Defendant shall release to Plaintiff a copy of the un-redacted grand jury subpoena that is the subject of the Lawsuit.
4. Within twenty-one (21) days after the approval of this Agreement by the Paris Union School District No. 95 board and the execution of this Agreement by both Parties, Defendant shall make and deliver to Plaintiff’s attorney, Loevy & Loevy, payment in the amount of Seventy-Five Thousand and no/100 Dollars (\$75,000.00) (“Settlement Payment”) for its attorney’s fees. The Settlement Payment is the only amount payable by Defendant to Plaintiff or Plaintiff’s attorneys pursuant to this Agreement. No payment or consideration has been promised which is not specified in this Agreement. Defendant’s obligations to Plaintiff or its attorneys shall be fully and forever discharged upon Defendant’s delivery of the Settlement Payment to Plaintiff’s attorneys, Loevy & Loevy. Plaintiff’s attorneys, Loevy & Loevy, will be solely

responsible for any taxes to which it, Plaintiffs, or any other attorney(s) representing Plaintiffs are subject as a result of receipt of the Settlement Payment. Within five (5) business days of Loevy & Loevy's receipt of the Settlement Payment, Plaintiff agrees to file with the court a stipulation to dismiss the Lawsuit with prejudice, and without costs.

5. The Parties understand and agree that the settlement of the Lawsuit is made for the purpose of settlement and compromise only, to avoid the cost, expense, and uncertainty of litigation and without admission by the Defendant as to fault, liability, or wrongdoing, all of which are expressly denied. This Agreement is not and shall not be construed as evidence of or an admission by any Party that any claim or fact alleged by the other in the Lawsuit is true or correct. Neither this Agreement nor any of its terms shall be offered or received in evidence in any other action or proceeding or utilized in any manner whatsoever by Plaintiff or any third party as an admission or concession of liability or wrongdoing of any nature on the part of Defendant.

6. As for itself, each Party represents and warrants to the other as follows:

- a. It has read this Agreement, understands its terms, and is voluntarily executing this Agreement for the purpose of inducing the benefits referred to in this Agreement. It has received independent legal advice from attorneys of its own choice with respect to the advisability of making the settlement provided for herein and with respect to the advisability of executing this Agreement, and prior to the execution of this Agreement thereby, its attorneys have reviewed this Agreement. Neither Party will be entitled to have any language contained in this Agreement construed against the other because of the identity of the drafter.
- b. Each Party has the power and authority to enter into and perform this Agreement, and the execution and performance of this Agreement have been duly authorized by all requisite corporate action.
- c. The individual signing this Agreement has the power and authority to execute this Agreement on its behalf.

7. Each Party further agrees that it has read and understands that this Agreement contains releases, and that it intends and agrees to be legally bound by the same.

8. This Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of the Parties, and each of them.

9. If any non-material provision of this Agreement is found to be void or unenforceable, that provision shall be deemed to be deleted from this Agreement, and the remaining provisions of this Agreement shall continue in full force and effect.

10. This Agreement may be executed in two or more counterparts and may be exchanged by facsimile or electronic transmission (email), each of which shall be deemed an

original but all of which taken together shall constitute one and the same instrument. The Parties shall execute the agreement with an original, wet ink signature, and not a digital, mechanical, or electronically reproduced signature.

11. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and is the final, complete, and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations, and understandings of the Parties, oral or written, expressed or implied, are superseded.

12. This Agreement may not be modified or amended except in writing signed by both Parties or their respective successors or assigns, as the case may be.

13. This Agreement shall be governed by, and the provisions hereof shall be interpreted in accordance with, the substantive law of the State of Illinois. Any dispute arising under this Agreement shall be brought in the Fifth Judicial Circuit, Edgar County in the State of Illinois. Moreover, the prevailing party under any dispute to enforce this Agreement shall be entitled to have its attorneys' fees and costs reimbursed by the other Party.

In witness hereof, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

For Plaintiffs: Edgar County Watchdogs	For Defendant: Paris Union School District No. 95
By: _____ Print Name: _____ Title: _____ Date: _____	By: _____ Print Name: _____ Title: _____ Date: _____