

MUTUAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Mutual Settlement Agreement and General Release (also referred to as “Agreement”) is entered into on the dates indicated by the signatures below by and between Douglas Marshall, Simon Campbell, Robert Abrams, and Timothy Daly on behalf of themselves, their heirs, guardians, administrators, successors, assigns, agents, executives, legal representatives, and family (all of whom will be collectively referred to as “Plaintiffs”), Peter Amuso and Michael P. Clarke (hereinafter referred to as “Solicitors”), and Pennsbury School District on behalf of itself and all individually named Defendants both individually and in their official capacities, and on behalf of themselves, their heirs, guardians, administrators, successors, assigns, agents, executives, legal representatives, and family (all of whom will be collectively referred to as “Defendants,” including the Solicitors); and also including all current and prior agents, servants, employees, directors, officers, successors, board members, elected officials, predecessors, heirs, executors, administrators, insurers, including Utica Insurance Company, and attorneys including but not limited to all of the individuals and entities identified in the Complaint and matter filed in the United States District Court for the Eastern District of Pennsylvania Marshall, et al. v. Amuso, et al., Civil Action No.: 2:21-cv-04336 (collectively referred to as “Pennsbury School District” or “District”).

WHEREAS, Plaintiffs have brought a case against Pennsbury School District and the Solicitors. (Pennsbury School District and the Solicitors referred to collectively as “Defendants.”)

WHEREAS, Plaintiffs wish to resolve and waive all claims that were or could have been asserted in the aforementioned Complaint, this lawsuit, or claims that have accrued since the filing of the Complaint up to the date of the execution of this Agreement with the exception that

this waiver not apply to claims or appeals made by the Plaintiffs under the Pennsylvania Right-to-Know Law for information from the District.

NOW THEREFORE, intend to be legally bound and in consideration of the promises and commitments set forth herein in this Agreement, the Plaintiffs, Solicitors, and School District hereby agree to the following:

The District and Solicitors shall bear their own attorneys' fees and costs. The District through its insurance carrier shall pay, or shall cause to be paid on behalf of all Defendants, a total sum of \$300,000 to Plaintiffs' counsel for attorneys' fees and costs, in two checks payable as follows:

- (1) The first check will be made payable to the "Institute for Free Speech" in the amount of \$237,590 and delivered to 1150 Connecticut Ave., NW, Suite 801, Washington, DC 20036 within 30 days of execution of this Agreement by all Plaintiffs;
- (2) The second check will be made payable to "Vangrossi & Rechutti" in the amount of \$62,410 and delivered to 319 Swede Street, Norristown, PA 19401 within 30 days of execution of this Agreement by all Plaintiffs;

Payment of the aforementioned fees and costs shall resolve and extinguish all claims for fees and costs arising under 42 USC 1988 or otherwise from this Lawsuit.

- (3) The District shall pay, or shall cause to be paid through its insurance carrier on behalf of all Defendants, one check to each of the four Plaintiffs for nominal damages in the amount of \$17.91 and delivered to the home address of each Plaintiff within 30 days of execution of this Agreement by all Plaintiffs.

Plaintiffs acknowledge that they have made no claim for physical or mental injury in this case, nor sought any medical treatment due to any action of any Defendant in this matter. This case presents no issues as to liens or medical expenses of any kind.

Plaintiffs warrant and represent that they have no knowledge of any Medicare lien or debt that may arise or has arisen relative to any claim that was made, or which could have been made, as a result of the allegations in the Lawsuit or the events giving rise to this Lawsuit.

The parties agree that electronic signatures or scanned signatures will be legally binding and treated as original signatures. This Agreement may be executed in counterparts and the parties agree to the transmittal of signatures via email attachments.

I. GENERAL MUTUAL RELEASE

In consideration set forth above, Plaintiffs release and discharge the Solicitors, Pennsbury School District and parties set forth herein any and all claims, liabilities, demands, remedies, causes of actions known or unknown, fixed or contingent, which Plaintiffs may have, claims to have, or arising out of any way out of the allegations and matters mentioned in the Complaint from the beginning of time until the date of the signing of this Agreement, with the exception of any outstanding state Right to Know Law claims or appeals which are pending.

By way this Agreement, Plaintiffs knowingly and voluntarily waive all rights, as well as remedies provided under any Federal law, constitution law, state or local law, including First Amendment Claims, procedural due process, substantive due process, all claims for declaratory and/or equitable relief, and any other laws, acts, statutes, ordinances, regulations, or recognized causes of action in the Commonwealth of Pennsylvania or Federal Law that in any way relate to the claims afforded in the aforementioned Complaint from the beginning of time until the date of

the signing of this Agreement, with the exception of any outstanding state Right to Know Law claims or appeals which are pending.

In consideration of the above, the Defendants release and discharge Plaintiffs from any and all claims, liabilities, demands, remedies, or causes of action known or unknown, fixed or contingent, which the Defendants may have, claimed to have arising out of or any way connected to the matters mentioned in the Complaint from the beginning of time until the date of the signing of this Agreement..

II. GOVERNING LAW

This Agreement shall be governed under the laws of the Commonwealth of Pennsylvania.

III. PENDING CLAIMS

Plaintiffs agree to the dismissal of the aforementioned Civil Lawsuit docketed in the United States District Court for the Eastern District of PA as Marshall, et al. v. Amuso, et al., Civil Action No.: 2:21-cv-04336 with prejudice against the Defendants, within seven days of receipt by Plaintiffs and Plaintiffs' counsel of all checks owing in accordance with this agreement and so long as all parties listed below have executed this Agreement.

IV. REVIEW WITH COUNSEL

Plaintiffs acknowledge that they have reviewed this matter and Agreement with their attorneys and they have carefully read and understand the provisions of this Agreement and enter into this Agreement knowingly and voluntarily.

V. AUTHORITY TO ENTER AGREEMENT

T.R. Kannan, School Board President, represents that he has authority to enter this Agreement on behalf of the Pennsbury School District

VI. SEVERABILITY

If any provision of this Agreement is held to be invalid, void, or unenforceable the balance of the provisions will nevertheless remain in full force and in effect and it will in no way be effected, impaired, or invalidated.

VII. INCORPORATION

This agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and same Instrument.

CHERRISSA GIBSON
Date:

DOUGLAS MARSHALL
Date:

CHRISTINE TOY-DRAGONI
Date:

SIMON CAMPBELL
Date:

JOSHUA WALDORF
Date:

ROBERT ABRAMS
Date:

SHERWOOD (CHIP) TAYLOR
Date:

TIMOTHY DALY
Date:

HOWARD GOLDBERG
Date:

PETER C AMUSO
Date:

T.R. KANNAN
Date:

MICHAEL P. CLARKE
Date:

MICHAEL PALLOTTA
Date:

PENNSBURY SCHOOL DISTRICT
Date:

LINDA PALSKEY
Date:

DEBRA WACHSPRESS
Date:

Date:

Date:

GARY SANDERSON

ANN LANGTRY

Date:

Date: