

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (Agreement) is made between Dawn Adams & Scott Adams on behalf of H.A.; Jessica Clarkson & Uriah Clarkson on behalf of W.C.; Joy Heasley & A. Robert Heasley on behalf of K.M-H. & M.M-H.; Gannon Clarkson; and Mitchell Clarkson (collectively the Plaintiffs) and the Matanuska-Susitna Borough School District (Defendant). Plaintiffs and Defendant may be referred to as a "Party," or as "Parties," in this Agreement.

Recitals

A. Plaintiffs, through counsel, filed Civil Action No. 3:23-cv-00265-SLG on November 17, 2023, in the United States District Court for the District of Alaska. Plaintiffs sought a declaratory judgment that the Defendants violated the Plaintiff Student's First Amendment rights to receive ideas and information as a necessary predicate to their meaningful exercise of the rights of speech, press, and political freedom. Additionally, the Plaintiffs sought nominal damages and attorneys' fees. The Defendants answered the complaint, denied any wrongdoing, and asserted affirmative defenses. The Plaintiffs then sought a preliminary injunction, which the Defendants opposed. The District Court subsequently granted a preliminary injunction in plaintiffs' favor. Throughout the course of Civil Action No. 3:23-cv-00265-SLG, Plaintiffs raised claims regarding the District's motives behind initially removing various book titles from public school libraries, board policies related to the review of library materials and any deviation from these policies, the makeup timing and legitimacy of a Library Advisory Committee created to review certain titles, the Library Advisory Committee's processes and recommendations to the local School Board, and the School Board and/or Superintendent Offices' final decisions—including the timing of such final decisions—as they relate to each book title at issue, including but not limited to seven titles the District ultimately decided to permanently remove from public school libraries, various titles returned to public school libraries under new restrictions, and various titles not reviewed given their status as lost or stolen.

B. The Parties seek a final resolution to all claims as described in Recital A.

Agreement

For good and valuable consideration, the sufficiency of which is acknowledged by the Parties, it is agreed as follows:

1. Payment Amount

The Defendant agrees to pay Plaintiffs the sum of eighty-nine-thousand dollars-and-zero-cents (\$89,000.00) (the "Settlement Sum") towards plaintiffs' attorney's fees and costs, to be made within thirty days from the date the last party signs this Agreement.

2. Terms

Plaintiffs, for themselves, their heirs, dependents, executors, administrators, successors and assigns, do hereby release and forever discharge the Defendant and any of its affiliated agencies including the School Board, or entities, including all insurers, reinsurers, agents, independent contractors, employees, adjusters, attorneys, officers, shareholders, successors-in-interest, heirs and assigns, for any and all actions, causes of action, suits, claims and demands of every kind and nature, mature or to mature in the future, for and by reason of any damages, costs, expenses and compensation, whether for insurance proceeds, property damage, emotional distress, out-of-pocket expenses, loss of use, economic and non-economic loss, loss of services, attorneys' fees, or any other thing whatsoever, arising out of events which led to damages and/or requests for declaratory judgment which are the subject of the lawsuit titled Dawn Adams & Scott Adams on behalf of H.A.; Jessica Clarkson & Uriah Clarkson on behalf of W.C.; Joy Heasley & A. Richard Heasley on behalf of K.M-H. & M.M-H.; Gannon Clarkson; and Mitchell Clarkson (Plaintiffs) versus the Matanuska-Susitna Borough School District, Civil Action No. 3:23-cv-00265-SLG (the "Lawsuit").

Upon receipt of all necessary signatures to this Agreement, the Parties shall jointly notify the Court of settlement and seek a waiver of future deadlines and the trial date. Upon receipt of the Settlement Amount, Plaintiffs hereby covenant and agree that they will seek a dismissal with prejudice the Lawsuit within fourteen days. The Parties shall work in conjunction to prepare and file the appropriate stipulation for dismissal with prejudice.

In view of the Alaska Supreme Court's decision in *Witt v. Watkins*, 579 P.2d 1065 (Alaska 1978), with which the Parties represent they are familiar, it is specifically the intent of the Parties that this Agreement will discharge absolutely the liability of the Parties from any and all claims arising out of the losses or damages suffered by the Parties even if it is later discovered that the damages suffered are worse than presently known.

In view of the Alaska Supreme Court's decisions in *Young v. State*, 455 P.2d 889, 893 (Alaska 1969), and *Alaska Airlines v. Sweat*, 568 P.2d 916 (Alaska 1977), it is also specifically the intent of the Parties to fully release all individuals, affiliated agencies, superior divisions including the Matanuska Susitna Borough, the School Board, firms, corporations or entities who could at any future date be parties in any action arising out of or relating in any way to allegations and claims raised in Civil Action No. 3:23-cv-00265-SLG. The intent of the Parties to this Agreement is that any and all claims and potential claims arising out of the Lawsuit are forever resolved, released, settled and discharged.

The Parties to this Agreement acknowledge and assume all risks, chances or hazards that the damages suffered may be different, greater or more extensive than is now known, anticipated or expected. In consideration for the Settlement Sum, and other consideration for the settlement, the Parties to this Agreement intend to discharge any liability which may be discovered now or hereafter and specifically understand and assume that the Parties are entering into this Agreement in order to be released fully, finally and completely from whatever losses or damages, known or unknown, as may now or hereafter result from the claims above mentioned. The Parties specifically release any right they may now or hereafter have to reform, rescind, modify or set aside this Agreement through mutual or unilateral mistake or otherwise. The risk of such uncertainty and mistake is assumed by the Parties in consideration for the payment of the Settlement Sum, and other consideration received, and consider this to be the final settlement. If the damages claimed by any of the Parties turn out to be less than presently thought, the Parties will not seek to recover any excess payment, they too being bound by this Agreement, and will assume the risk of overpayment.

This release is entered into in good faith by the Parties for the purpose of settling a dispute. All of the terms and conditions of this Agreement have been reflected on, without haste; no one is under a disadvantage; no representations other than those set forth herein have been made; and the Parties have had the opportunity to consult their attorney, signing this Agreement without any coercion whatsoever. No promise or inducement which is not herein expressed has been made to the Parties and, in executing this Agreement, the Parties did not rely upon any statement or representation made by any person, firm or corporation hereby released, or any agent, attorney or other person representing any of the Parties, concerning the nature, extent or duration of said damages or losses or the legal liability therefore. It is understood that this Agreement is the compromise of a disputed claim, and that the payment of the Settlement Sum is not to be construed as an admission of liability on the part of any of the Parties, by whom liability is expressly denied.

It is expressly agreed by the Parties at the time of the signing of this Agreement, that no assignment of any claim, stated or otherwise, has been made or executed to any other individual, firm or corporation, or any other entity as a result of the Lawsuit.

Execution and performance of this Agreement has been undertaken as a compromise of disputed claims and is not in any manner to be construed as an admission of liability on the part of any Party, or that any Party has acted wrongfully in any manner or fashion whatsoever, or that any Party has any rights whatsoever against the other.

Plaintiffs affirm they are of legal age and that they have the power to sign on behalf of their child or legal ward where appropriate. Plaintiffs are under no mental disability and have carefully read this Agreement. Plaintiffs further affirm they understand the terms of this Agreement, which they voluntarily, knowingly, and intelligently accept as a full and final compromise and settlement of all claims that were or could have been brought related to the Lawsuit.

Each Party acknowledges that it has carefully read and fully understands all of the terms of this Agreement, has had sufficient time to consult with counsel, and enters into this Agreement voluntarily.

3. Applicable Law.

This Agreement is entered into in the State of Alaska and shall be construed and interpreted in accordance with its laws.

4. Signatures.

This Agreement may be signed in counterparts. Signature by facsimile shall constitute a valid execution of this Agreement.

5. Headings.

The headings of the various sections of this Agreement have been inserted for convenience of reference only and shall in no way modify any of the terms or provisions of this Agreement.

6. Complete Agreement.

This Agreement represents and contains the final, entire agreement and understanding of the Parties with respect to the subject matter of this Agreement and supersedes any and all prior oral and written agreements and understandings, and no representation, warranty condition, understanding or agreement of any kind with respect to the subject matter of this Agreement shall be relied upon by any Party unless set forth in this Agreement. This Agreement may not be amended or modified except by written agreement executed by duly authorized representatives of the Parties.

7. Severability.

Any portions of this Agreement determined to be unenforceable shall be severed from the Agreement and all remaining portions shall remain in full force and effect as if the severed portion had never existed.

8. Drafter

This Agreement was negotiated and drafted jointly by the parties and their counsel, and shall not be construed against any party as the drafter thereof.

Randy Trani, Superintendent

Date

Dawn Adams on behalf of H.A.

Date

Scott Adams on behalf of H.A.

Date

Jessica Clarkson on behalf of W.C.

Date

Uriah Clarkson on behalf of W.C.

Date

Joy Heasley on behalf of K.M.-H and M.M.-H

Date

Robert Heasley on behalf of K.M.-H and M.M.-H

Date

Gannon Clarkson

Date

Mitchell Clarkson

Date