

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (“Agreement”) is entered into between Robert Marshall (“Marshall”) and the Douglas County Board of Education (the “Board”), Michael Peterson, Rebecca Myers, Kaylee Winegar, and Christy Williams (collectively Peterson, Myers, Winegar, and Williams are the “Individual Defendants”). The above-named entities and individual are each individually referred to as a “Party” and collectively referred to as the “Parties.”

RECITALS

- a) The Individual Defendants are members of the Board.
- b) In November 2021, the Individual Defendants won election to the Board, taking office at the end of November.
- c) In January 2022, the Individual Defendants communicated with each other in a series of one-on-one telephonic meetings, outside of public view, that they each had decided that they wanted to move on from then-Superintendent Cory Wise and to hire a new superintendent.
- d) The following week, at a public board meeting, the Board voted to terminate the contract of then-Superintendent Cory Wise.
- e) Prior to the Board’s public meeting on February 4, 2022, Marshall filed suit, alleging violations of the Colorado Open Meetings Law in a case captioned Robert C. Marshall v. Douglas County Board of Education, et al., No. 22-cv-30071 (Douglas County District Court) (the “Lawsuit”).
- f) The Parties have agreed to the terms, exceptions and conditions set forth herein to end the Lawsuit and move forward.

AGREEMENT

The Parties agree as follows:

1. **Recitals incorporated into the Agreement.** The Parties agree the recitals are incorporated into this Agreement as if fully set forth herein.
2. **Terms.** The Parties further agree as follows:
 - a. Defendants will stipulate to the entry of the following permanent injunction:

The Defendants are enjoined from engaging in discussions of public business or taking formal action by three or more members of the

BOE either as a group or through a series of meetings by less than three members at a time, except in public meetings open to the public. However, this order does not preclude the BOE from conducting executive sessions as permitted by statute. Moreover, the BOE is allowed to engage in one-on-one discussions between two Directors, but there can be no sharing or conveying of the views, opinions, or position of a third Director on any single topic.

b. The Board of Education will make the following statement at the board meeting at which the Board adopts this settlement agreement:

The Defendants acknowledge that pursuant to the legal advice of counsel, they had non-public discussions among three or more members concerning public business in violation of the Colorado Open Meetings Law.

c. The Board will pay \$66,000 to plaintiff, which are the legal fees he has incurred to date, by paying this amount to the trust account of the Law Office of Steven D. Zansberg, L.L.C., within 30 days from the signing of this Settlement Agreement.

d. Within 3 business days of his attorney receiving the above payment, Plaintiff will file a Notice of Voluntary Dismissal, with Prejudice, of all remaining claims, simultaneously with the Stipulated Permanent Injunction, as set forth in paragraph 2.a.

3. Mutual Releases. In exchange for the performance of the mutual promises herein and good and adequate consideration, each Party does hereby for itself and its heirs, executors, administrators, predecessors, successors, assigns, branches, subsidiaries, agents, servants, members, managers, directors, officers, and all other persons, firms, corporations, associations or partnerships and any and all other parties claiming through or under the releasing Party unequivocally and without reservation, releases, acquits, and forever discharges the other Party and its respective agents, predecessors, successors, servants, heirs, executors, administrators, members, managers, directors, officers, subsidiaries, attorneys and all other persons, firms, corporations, associations and partnerships of and from any and all liability, actions, causes of action, claims, demands, damages, costs, loss of services, loss of properties, expenses, compensation and any and all consequential and punitive damages or injuries, based on claims sounding in contract, tort or any other legal theory, whether known or unknown at the time the Party executes this Agreement which have accrued up to and including the date each party signs this Agreement related to the Lawsuit. This mutual release specifically does not cover any other contractual or non-contractual relationships between the Parties.

4. Expenses. Other than the payment by Defendants to Plaintiff described in Section 2.c. above, each Party shall pay its own costs and expenses, including attorney's fees,

in anticipation of, relating to and in connection with the Lawsuit and the negotiation and execution of this Agreement, and the transactions contemplated hereby.

5. Assumption of Risk. The Parties agree they have accepted the consideration described in this Agreement as a complete compromise of matters involving disputed issues of law and fact, and that each Party assumes the risk that the facts or law may be otherwise than they believe.

6. Entire Agreement and Successors in Interest. This Agreement contains the entire agreement between the Parties and the terms of this Agreement are contractual and not a mere recital. This Agreement shall be binding upon and enforceable against each of the Parties and may be submitted to a court to prove the existence of this Agreement or for enforcement. This Agreement shall also inure to the benefit of the administrators, devisees, agents, employees, officers, directors, beneficiaries, successors and assigns of each of the Parties.

7. Venue and Choice of Law. The Parties agree that Colorado law will govern this Agreement and any lawsuit filed to enforce this Agreement or that is related to this Agreement. The Parties further agree that venue in any action to enforce this Agreement will be in the District Court for the City and County of Denver, Colorado.

8. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

9. Headings. The headings of the various paragraphs contained herein are for convenience of reference only and shall not affect the meaning or construction of any of the provisions of this Agreement.

10. Construction of Agreement. Except to the extent modified herein, this entire Agreement shall be construed and interpreted in accordance with the laws of the State of Colorado, without regard to its conflicts of laws provisions. Further, the language of this Agreement shall be construed as a whole, according to its intent, and not strictly for or against any of the Parties, regardless of who drafted or was primarily responsible for drafting any of the language in this Agreement. The Parties acknowledge that they have been given the opportunity to object to, request modification of, or reject any clause or provision herein to which they do not agree. Should any Court find any provision in this Agreement to be ambiguous, then such provision shall be determined in accordance with the Parties' express intention that this Agreement be construed in the broadest possible manner, in accordance with the Parties' express intention that all disputes between the Parties related to the Lawsuit be fully and completely resolved hereby.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement.

12. **Electronic Signatures.** Electronic signatures upon this Agreement as well as signed and electronically scanned signatures will be acceptable as original signatures.

13. **Modification.** This Agreement may only be modified in writing.

14. **Effective Date.** This Agreement shall become effective following its execution by the Parties, as set forth below.

Robert C. Marshall _____ Date: _____	Douglas County Board of Education _____ Print Michael Peterson _____ Title President of the Board _____ Date: _____
Michael Peterson _____ Date: _____	Rebecca Myers _____ Date: _____
Kaylee Winegar _____ Date: _____	Christy Williams _____ Date: _____