

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is entered into by and between Sam Doe 1, Sam Doe 2, a minor by and through Doe 2's parent and next friend, Sam Doe 3, Sam Doe 4 and Sam Doe 5, a minor by and through Doe 5's parent and next friend ("Plaintiffs") on their own behalf and on behalf of their representative and assigns and The Jackson City School District, The Jackson City Board of Education and Phil Howard, in his Official Capacity as Superintendent of the Jackson City School District ("Defendants") on their own behalf and on behalf of their subsidiaries and affiliates, their respective predecessors, successors, assigns, representatives, officers, directors, agents and employees, past or present.

Plaintiffs have made claims against the Defendants in a lawsuit pending in the United States District Court for the Southern District of Ohio, captioned as *Sam Doe 1, et al. v. Jackson City School District, et al.*, Case No. 2:13-cv-112. Plaintiffs' lawsuit against the Defendants asserts violations of the Establishment Clause of the First and Fourteenth Amendments to the United States Constitution and Article I, § 7 of the Ohio Constitution in the maintenance and display of a certain portrait of Jesus ("the portrait") in the Jackson City Schools. All parties now desire to fully and finally resolve this lawsuit by or on behalf of Plaintiffs against the Defendants and their parents, subsidiaries and affiliates, and their respective predecessors, successors, assigns, representatives, officers, directors, agents and employees, past or present, relating to conduct or events occurring relative to the maintenance and display of the portrait that is the subject of this litigation to the date on which this Agreement is executed.

1. Anonymity of Plaintiffs

Continued Anonymity of Plaintiffs. The parties acknowledge that pursuant to a prior order of court issued by the Honorable Algenon L. Marbley of the United States District Court for the Southern District of Ohio, Defendants' counsel were prohibited from revealing the identities of the Plaintiffs Sam Doe 1, Sam Doe 2, Sam Doe 3, Sam Doe 4 and Sam Doe 5. The parties agree to, and incorporate the Court's Order herein, indefinitely.

2. Payments to Plaintiffs and Plaintiffs' Attorneys

Payments to Plaintiffs for damages. Within twenty-one (21) days of the approval of the settlement for the minors' claims by the Jackson County Probate Court, Defendants agree to pay to the American Civil Liberties Union of Ohio Foundation ("ACLU") the sum of Fifteen Thousand Dollars (\$15,000.00 for distribution of Three Thousand Dollars (\$3,000.00) each to each Plaintiffs in full and complete settlement of their claims and damages as follows:

- a. Sam Doe 1 the sum of Three Thousand Dollars (\$3,000.00).
- b. Sam Doe 2 the sum of Three Thousand Dollars (\$3,000.00).
- c. Sam Doe 3 the sum of Three Thousand Dollars (\$3,000.00)
- d. Sam Doe 4 the sum of Three Thousand Dollars (\$3,000.00)
- e. Sam Doe 5 the sum of Three Thousand Dollars (\$3,000.00)

Probate Court Approval. The parties recognize that two of the Plaintiffs are minors and, consequently, prior to the distribution of any proceeds to the Plaintiffs as is heretofore provided, a Judgment Entry approving the settlement of the minors' claims will be obtained from the Jackson County Probate Court.

Payment to Plaintiffs' Attorneys. In addition to the payment of damages set forth above, within twenty one (21) days of the execution of this Agreement Defendants will pay directly to the American Civil Liberties Union of Ohio Foundation the sum of Eighty Thousand Dollars (\$80,000.00) for all attorneys' fees and costs incurred by the Plaintiffs' counsel in the representation of Plaintiffs in the litigation captioned *Sam Doe I, et al. v. Jackson City School District, et al.*, Case No. 2:13-cv-112. Payment to Plaintiffs' Attorneys will be made in the form of one check in the amount of \$80,000, which represents the total amount of attorneys' fees and costs attributable to the representation of Plaintiffs in this action.

3. Withdrawal of Claims. Plaintiffs agree to file in the United States District Court for the Southern District of Ohio a stipulation of dismissal with prejudice as well as any other paperwork necessary to promptly and voluntarily effectuate the dismissal of their claims in the action titled *Sam Doe I, et al. v. Jackson City School District, et al.*, Case No. 2:13-cv-112.

4. Waiver and Release of Claims. Subject to a Consent Decree approved by the Federal Court and approval of the minors' claims by the Jackson County Probate Court Plaintiffs, on behalf of themselves, their descendants, dependents, heirs, executors, administrators, assigns, and successors, covenant not to sue, and fully, finally and forever release and discharge the Jackson City School District, the Jackson City Board of Education and Jackson City School Superintendent Phil Howard their subsidiaries and affiliates, and their respective predecessors, successors, assigns, representatives, officers, directors, agents and employees from any and all claims and rights of any kind that they may have, whether now known or unknown, suspected or unsuspected, arising out of or in any way connected with the claimed maintenance and display of the portrait of Jesus that is the subject of this litigation as of the date of the execution of this Settlement Agreement and Release. These claims and rights released include, but are not limited to claims under the Establishment Clause of the First Amendment to the United States Constitution which applies to the States through the Fourteenth Amendment to the United States Constitution, Article I § 7 of the Ohio Constitution and 42 U.S.C. § 1983.

5. Not an Admission of Liability. The parties' Agreement does not constitute an admission by The Jackson City School District, The Jackson City Board of Education or Jackson City School Superintendent Phil Howard and the parties agree that this settlement is a compromise reached by the parties to, in part, avoid the cost of continued litigation, that the Defendants deny all claims made in the litigation and the settlement is not an admission and is not to be construed as an admission of liability on the Defendants' part. This release is a full release of all claims that were made or could have been made in the lawsuit captioned *Sam Doe I, et al. v. Jackson City School District, et al.*, Case No. 2:13-cv-112 which will be dismissed with prejudice.

6. Material Breach. The parties acknowledge that if a material breach of this Agreement should occur either party shall have all rights or remedies provided in law or in equity, including the right to damages and injunctive relief.

7. Entire Agreement. This Agreement contains the entire agreement and understanding between The Jackson City School District, the Jackson Board of Education and Jackson City School Superintendent Phil Howard with respect to any and all disputes or claims that Sam Doe 1, Sam Doe 2, Sam Doe 3, Sam Doe 4 and Sam Doe 5 have, or could have had, against The Jackson City School District, the Jackson Board of Education and Jackson City School Superintendent Phil Howard, their parents, subsidiaries and affiliates, and their respective predecessors, successors, assigns, representatives, officers, directors, agents and employees arising out of the maintenance and display of the portrait of Jesus by the Defendants in the case captioned *Doe 1, et al. v. Jackson City School District, et al.*, Case No. 2:13-cv-112 as of the date this Agreement is executed. This Agreement shall not be changed unless in writing and signed by all parties.

8. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect any other provisions, which shall remain in full force and effect.

9. Acknowledgement. Each party to this Settlement Agreement and Release acknowledges that no representation, promises or inducements have been made other than as set forth in this Settlement Agreement and Release, and that they enter into this Agreement without reliance upon any other representation, promises or inducements not set forth herein.

The parties further acknowledge that they understand the significance and consequences of this Settlement Agreement and Release and represent that its terms are fully understood and voluntarily accepted. Each party acknowledges (a) that they have consulted with or have had the opportunity to consult with their respective attorneys concerning this Agreement and (b) that they have read and understand this Agreement are fully aware of its legal effect, and have entered into it freely and voluntarily based on their judgment and advice of counsel.

JACKSON CITY SCHOOL DISTRICT

SAM DOE 1

By *Raymond J. [Signature]* - President

Sam Doe 1

Date: *9-10-13*

Date: *8-29-13*

JACKSON CITY BOARD OF EDUCATION

SAM DOE 2

By *Raymond J. [Signature]* - President

Sam Doe 2

Date: *9-12-13*

Date: *29 Aug 13*

SUPERINTENDENT PHIL HOWARD

Phil Howard - Supt.

Date:

9/10/13

SAM DOE 3

Sam Doe 3 8/29/13

SAM DOE 4

Sam Doe 4

Date

8/29/13

SAM DOE 5

Sam Doe 5

Date

8-29-13