

## SETTLEMENT AGREEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the “Agreement”) is made and entered by and between Jennifer Treger, for herself and next friend of M.T. and T.T., Todd Daniel, for himself and as next friend of his minor children, Hollie Plemons (a.k.a. Jane Doe), for herself and next friend of her minor children, Kerri Rehmeyer, for herself and next friend of her minor children, and their agents, representatives, heirs, executors, and assigns (collectively, “Parents”), Dr. Kent Scribner, his agents, representatives, heirs, executors, and assigns (“Scribner”), and Fort Worth Independent School District, its agents, trustees, successors, representatives, and employees (“Fort Worth ISD” or the “District”) (together with Scribner, the “Fort Worth ISD Defendants”). Parents, Scribner, and Fort Worth ISD are referred to jointly in this Agreement as the “Parties.” This Agreement is the final settlement agreement between Parents and the Fort Worth ISD Defendants, and it amends the relationship between them after the date of this Agreement. The “Effective Date” of this Agreement is the last date signed by all the Parties.

### RECITALS

WHEREAS, Parents filed a lawsuit against Scribner and the District styled, *Treger, et al. v. Kent Scribner, et al.*, Cause No. 141-327449-21, in the 141st Judicial District Court, Tarrant County, Texas (the “Lawsuit”), and asserted claims against Scriber and the District; and

WHEREAS, disputes and controversies exist between the Parties in the Lawsuit, both as to liability and the damages, if any, suffered by Parents; and

WHEREAS, the Fort Worth ISD Defendants substantively deny all of Parents’ allegations against them in the Lawsuit and admit no wrongdoing or liability whatsoever; and

WHEREAS, the Parties, through their counsel, have agreed to settle this matter and agreed to resolve all issues between the Parties concerning the District’s mask policies, rules, and practices, and any other mask-related issues; and

WHEREAS, Parents and the Fort Worth ISD Defendants desire to compromise, resolve, and settle fully and finally all differences, disputes, and controversies between the Parties in an amicable and mutually beneficial manner.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual representations, promises, and agreements contained in this Agreement, including the recitals set forth above, and with the express intention of settling and extinguishing all obligations, demands, claims, causes of action, and liability against the Fort Worth ISD Defendants of whatever nature that were or could have been asserted by Parents in the Lawsuit, the Parties, for good and valuable consideration, voluntarily and mutually agree as follows:

**1. Settlement Amount & Opt-Out Agreement.** In consideration for this Agreement and the release of all claims by Parents that were asserted or could be asserted in the Lawsuit against the Fort Worth ISD Defendants or any current or former District trustee, officer, or employee, as well as other promises, agreements, and consideration provided in this Agreement,

Fort Worth ISD agrees to pay, in settlement, Parents' attorney's fees in an amount of twenty-nine thousand one hundred forty-seven and 80/100 dollars (\$29,147.80) (the "Settlement Amount"), payable in a one-time, lump sum payment as follows: one check made payable to Parents' counsel, Norred Law, PLLC, 515 East Border Street, Arlington, Texas 76010 (the "Norred Law Firm"). Parents and the Norred Law Firm agree to complete and execute all of the necessary forms and paperwork administratively required for Fort Worth ISD to process the payment of the Settlement Amount in accordance with this Paragraph. Subject to prompt completion and execution of the forms and paperwork required by the District for payment processing, the payment of the Settlement Amount will be made within thirty (30) business days of the Effective Date of this Agreement, as long as Parents and the Norred Law Firm have completed and submitted the required Fort Worth ISD procurement forms.

In further consideration for this Agreement and the release of all claims by Parents that were asserted or could be asserted in the Lawsuit against the Fort Worth ISD Defendants or any current or former District trustee, officer, or employee, as well as other promises, agreements, and consideration provided in this Agreement regarding the District's mask policies, rules, and practices, and any other mask-related issue, the Fort Worth ISD Defendants agree that if the District elects to implement a mask mandate at any time during the 2022-2023 school year (August 1, 2022 through July 31, 2023), any such mask mandate will include public notice that the District will allow an exception to compliance with the mandate for any student who submits a declaration signed by the student or, if a minor, the student's parent or guardian stating that the student declines to wear a mask for reasons of conscience, including a religious belief. The affidavit will be valid for the 2022-2023 school year. Any such mask mandate will also allow an exception to compliance with the mandate for any student who submits an affidavit, declaration, or certificate signed by a physician (M.D. or D.O.) who is duly registered and licensed to practice medicine in the United States and who has examined the student, affirming that in the physician's opinion, the wearing of a mask in accordance with the mandate is medically contraindicated or poses a significant risk to the health and well-being of the student. The physician's affidavit, declaration, or certificate will be valid for the 2022-2023 school year. These exceptions will be implemented in a manner consistent with immunization exceptions outlined in District policy FFAB (Legal). The District's agreement to allow the exceptions set forth herein is expressly made subject to the District's obligations to comply with state and federal laws, executive orders, or judicial decisions that may limit or restrict the ability of the District to allow for such exceptions. In the event state or federal law, executive order, or judicial decision requires that students in the District wear masks, Parents understand and acknowledge that the District must comply with such laws, orders, or decisions, and may continue to afford the exceptions set forth herein only to the extent that they do not conflict with such laws, orders, or decisions.

**2. Tax Consequences.** Parents and the Norred Law Firm acknowledge and agree that: (1) the Fort Worth ISD Defendants and their counsel have made no representations regarding the tax consequences of the Settlement Amount in accordance with this Agreement; and (2) Parents and the Norred Law Firm are ultimately responsible for determining the taxability of the Settlement Amount referred to in Paragraph 1 above, and for paying taxes (federal, state or otherwise), if any, which are determined to be owed by any taxing authority with respect to such payments. The payment to the Norred Law Firm referred to in Paragraph 1 above, will be reported on IRS Forms 1099 issued by Fort Worth ISD to the Norred Law Firm.

3. **Dismissal.** In consideration of the required acts and promises set forth in this Agreement, and within three (3) business days of payment of the Settlement Amount, Parents shall take all necessary steps to promptly file a Joint Stipulation of Dismissal with Prejudice, in the form set out in Exhibit “A,” dismissing all claims asserted against the Fort Worth ISD Defendants in the Lawsuit, now styled *Treger, et al. v. Kent Scribner, et al.*, Cause No. 141-327449-21, in the 141st Judicial District Court, Tarrant County, Texas. The Parties agree that each will bear its respective costs and expenses, including attorneys’ fees, incurred in connection with the Lawsuit. Parents covenant and agree that neither they nor the Fort Worth ISD Defendants are a prevailing party in connection with claims for attorneys’ fees or any other payment or compensation associated with the Lawsuit, the claims made therein, or its dismissal.

4. **Waivers and Releases.** In consideration for the mutual promises and obligations set forth in this Agreement, which the Parties specifically acknowledge to be sufficient consideration to support this Agreement, the Parties agree that this instrument is and shall be considered a bar to any further prosecution of the Lawsuit against the Fort Worth ISD Defendants and to any claims against the Fort Worth ISD Defendants or their current or former employees of any kind by the Parties arising from the interrelationship of Parents and the Fort Worth ISD Defendants (including the District’s Board of Trustees, its individual former, present, or future Trustees, and employees) concerning the District’s mask policies, rules, or practices, and/or any other mask-related issues. Parents, therefore, irrevocably and unconditionally **WAIVE, RELEASE, ACQUIT, INDEMNIFY, HOLD HARMLESS, AND FOREVER DISCHARGE** Defendant Fort Worth Independent School District (including the District’s Board of Trustees, its individual former, present, or future Trustees, its officers, administrators (including Defendant Kent Scribner), directors, insurers, risk pools, employees, attorneys, and all persons acting by, through, under, or in concert with any of them, in their individual, corporate, or official capacities (the “Released District Parties”), of and from all causes of action, debts, salaries, wages, compensation, benefits, damages, liabilities, costs, controversies, claims, demands, contracts, right and privileges, of every nature and description whatsoever, whether known or unknown, whether in tort, contract, or equity, or by virtue of any civil rights or other federal or state constitution, law, regulation, or rule, asserted or unasserted, arising or occurring at any time on or prior to the Effective Date of this Agreement, arising from or in any way related to the relationship between Parents and the Fort Worth ISD Defendants. Parents **WAIVE, RELEASE, ACQUIT, INDEMNIFY, HOLD HARMLESS, AND FOREVER DISCHARGE** these claims, causes of action, and liabilities on behalf of Parents individually and on behalf of Parents’ heirs, assigns, and anyone making a claim through them concerning the District’s mask policies, rules, practices, or any other mask-related issues.

(a) The claims, causes of action, and liabilities **WAIVED, RELEASED, ACQUITTED, INDEMNIFIED, HELD HARMLESS, AND DISCHARGED** by Parents include, but are not limited to, any and all claims, causes of action, and liabilities under 42 U.S.C. § 1983 (“Section 1983”) or for intentional infliction of emotional distress or gross negligence; or any other action under federal or state statutory law, federal or state regulations, or common law; and any and all other claims arising out of or related to the allegations made by Parents in the Lawsuit, now styled *Treger, et al. v. Kent Scribner, et al.*, Cause No. 141-327449-21, in the 141st Judicial District Court, Tarrant County, Texas; and the incidents and events alleged to be the basis of the Lawsuit, or raised in any manner pursuant to its advancement, arising before the Effective Date of this Agreement. Parents acknowledge that by signing this Agreement, they cannot sue the

Fort Worth ISD Defendants for any event arising from or in any way related to the relationship between Parents and the Fort Worth ISD Defendants concerning the District's mask policies, rules, practices, or any other mask-related issues, from the beginning of the world up to the Effective Date of the Agreement, other than for a breach of this Agreement.

(b) In waiving and releasing all claims against the Released District Parties concerning the District's mask policies, rules, practices, and any other mask-related issues, whether or not now known to Parents, Parents understand that this means that, if Parents later discover facts different from or facts in addition to those facts currently known by Parents, or believed by Parents to be true, the waivers and release in this Agreement will remain in effect in all respects, despite such different or additional facts and Parents' later discovery of such facts, even if Parents would not have agreed to this Agreement if she had prior knowledge of such facts.

(c) Parents expressly agree not to sue or participate, unless required by court order or law, in any federal or state judicial or state administrative proceeding against the Released District Parties, for any basis related to the relationship between Parents and the Fort Worth ISD Defendants concerning the District's mask policies, rules, practices, or any other mask-related issues, and further expressly agree, unless otherwise prohibited by law, not to make any reports or claims regarding any Fort Worth ISD board member's or employee's conduct before the execution of this Agreement, to any federal or state agency or tribunal, unless such action would be prohibited by law. Parents further expressly agree to withdraw or dismiss with prejudice any pending reports or claims that Parents, or anyone acting on Parents' behalf, has filed or asserted against the Fort Worth ISD Defendants, its Board of Trustees, the individual members thereof, its employees, agents, attorneys, and any other person acting on behalf of the Board of Trustees or the District, with any judicial or administrative body in any forum whatsoever concerning the District's mask policies, rules, practices, or any other mask-related issues.

(d) Parents specifically recognize and represent that they have been advised by their attorneys that execution of this Agreement will forever extinguish their rights to proceed against the Released District Parties in any court for damages, expenses, costs, compensation, or the like for any claims related to any occurrence prior to the effective date of this Agreement concerning the District's mask policies, rules, practices, or any other mask-related issues.

(e) The Parties agree that this Agreement releases only claims related to the District's mask policies, rules, practices, or any other mask-related issues, broadly interpreted to concern "mask mandates", "face coverings", and "face masks" among others, arising or occurring at any time on or prior to the Effective Date of this Agreement.

**5. No Admission.** This Agreement is entered voluntarily between the Parties, and the Parties understand and agree that the terms of this Agreement are contractual and not merely recitals. The Parties further understand and agree that the terms herein and consideration paid are to compromise disputed claims, end litigation, and buy peace, and that no statement or consideration given shall be construed as an admission of any liability or wrongdoing on behalf of any Party. The Parties acknowledge that they deny any wrongdoing in connection with one another, and that the settlement made in accordance with this Agreement is made solely for the purpose of compromising disputed claims and avoiding the time, expense, and uncertainty of litigation. It is expressly understood and agreed that nothing contained in this Agreement shall



constitute or be treated as an admission of any wrongdoing or liability on the part of the Fort Worth ISD Defendants.

6. **Consultation with Attorney.** The Parties acknowledge that they have been advised to consider the terms of this Agreement and to consult with an attorney prior to executing this Agreement. The Parties acknowledge that they are currently represented by counsel in this matter and have been specifically advised by their counsel of the consequences of this Agreement before the time they have executed the Agreement.

7. **Entire Agreement.** This Agreement contains the entire agreement of Parents and the Fort Worth ISD Defendants and takes the place of any and all other agreements, understandings, negotiations, or discussions, whether oral or written, express or implied, between Parents and the Fort Worth ISD Defendants. Parents and the Fort Worth ISD Defendants each acknowledge that no representations have been made to them which are not contained in the Agreement, that they have not signed this Agreement in reliance on any representation not expressly set forth in this Agreement, and that any representations of any kind not contained in this Agreement shall not be valid or binding, unless, following the signing of this Agreement, the Parties reduce such modification to a writing signed by both an authorized representative of Parents and Fort Worth ISD.

8. **Voluntary Agreement.** The Parties stipulate that this Agreement has been entered into voluntarily and not as a result of coercion, duress, undue influence, or reliance upon any statement, promise, or representation not specifically included in this Agreement.

9. **Warranty and No Transfer of Rights.** This Agreement shall be binding upon the Parties, their respective heirs, executors, administrators, successors, and assigns. Parents and the Fort Worth ISD Defendants represent and warrant that they are the sole owners of all claims that they have released in this Agreement, and that they have not assigned or transferred such claim (or any interest in such claim) to any other person. The Parties agree that they will indemnify, defend, and hold each other harmless for any damages, costs, or expenses which the Parties may incur if these representations and warranties are incorrect in any respect.

10. **Attorneys' Fees.** Parents and the Fort Worth ISD Defendants agree that each party shall be responsible for the payment of its respective attorneys' fees incurred in connection with the disputes and controversies arising out of or relating to the relationship between Parents and the Fort Worth ISD Defendants, the Lawsuit, and this Agreement.

11. **Medicare-related Requirements.** Parents represent and warrant that they are not Medicare beneficiaries as of the Effective Date of this Agreement and have not received Medicare benefits for medical services or items related to, arising from, or in connection with the releases in this Agreement. Because Parents are not a Medicare recipient as of the date of this Agreement, no conditional payments have been made by Medicare. Parents will indemnify, defend, and hold the Fort Worth ISD Defendants and its agents harmless from any and all claims, liens, Medicare conditional payments and rights to payment known or unknown. If any governmental entity or anyone acting on behalf of any governmental entity seeks damages including multiple damages from the Fort Worth ISD Defendants relating to payments by such governmental entity or anyone acting on behalf of such governmental entity relating to any potential injuries Parents have or may

allege, Parents will defend and indemnify the Fort Worth ISD Defendants and hold the Fort Worth ISD Defendants harmless from any such damages, claims, liens, Medicare conditional payments, and rights to payment including any attorneys' fees sought by such entities related to the District's mask policies, rules, practices, or any other mask issues.

12. **Public Information.** The Parties acknowledge that this Agreement is a public document under the Texas Public Information Act.

13. **Headings and Terms.** The paragraph headings of this Agreement are for convenience only and are not intended to have any effect in construing or interpreting this Agreement. The term "including" in this Agreement is used to list items by example only and not to provide an exhaustive list.

14. **State Law to Apply.** This Agreement is to be performed entirely in Tarrant County, Texas, and the substantive laws of Texas govern the validity, construction, enforcement, and interpretation of this Agreement. Mandatory and exclusive venue for any action brought to enforce or interpret this Agreement must be brought in the Tarrant County District Courts.

15. **Jointly Drafted.** This Agreement is the product of arm's length negotiations between the Parties and their counsel, and no party may be deemed to be the drafter of any provision or the entire Agreement. The wording in this Agreement was reviewed and accepted by all Parties after reasonable time to review with legal counsel, and no Party is entitled to have any wording of this Agreement construed against the other Party as the drafter of the Agreement in the event of any dispute in connection with this Agreement.

16. **Original Documents.** This Agreement may be executed in a number of identical counterparts, each of which is deemed an original for all purposes. The Parties further agree that they must execute any document necessary to effectuate the intent and purposes of this Agreement. The Parties agree that facsimile or electronic signatures will have the same effect as original signatures.

17. **Authority.** Each signatory to this Agreement acknowledges, represents, and warrants that the signatory has the requisite authority to execute this Agreement in the capacity set forth below.

18. **Severability.** In the event that any one or more provisions (or portion thereof) of this Agreement is held to be invalid, unlawful, or unenforceable for any reason, the invalid, unlawful, or unenforceable provision (or portion thereof) shall be interpreted or modified so as to provide the Released District Parties with the maximum protection that is valid, lawful, and enforceable, consistent with the intent of the Parties in entering into this Agreement. If such provision (or portion thereof) cannot be interpreted or modified to be valid, lawful, and enforceable, that provision (or portion thereof) shall be severed from the remainder of this Agreement, and the remainder shall remain in effect and be construed as broadly as possible, as if such invalid, unlawful, or unenforceable provision (or portion thereof) had never been contained in this Agreement.


**IN WITNESS WHEREOF,** the Parties have executed this Settlement Agreement and Release Agreement on the dates indicated below.

**PLEASE READ THIS SETTLEMENT AGREEMENT CAREFULLY. IT INCLUDES A  
WAIVER AND RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**

EXECUTED this 19th day of August, 2022.


**ACCEPTED AND AGREED:**

**JENNIFER TREGER, FOR HERSELF AND NEXT FRIEND OF M.T. AND T.T.**

  
\_\_\_\_\_  
Jennifer Treger

Dated: 8/19/22

**TODD DANIEL, FOR HIMSELF AND AS NEXT FRIEND OF HIS MINOR CHILDREN**

  
\_\_\_\_\_  
Todd Daniel

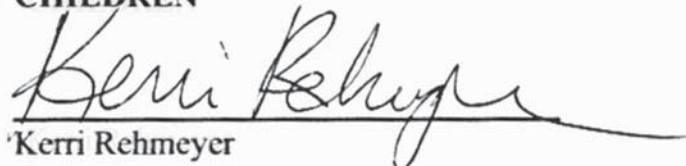
Dated: 8/19/2022

**HOLLIE PLEMONS, A.K.A. JANE DOE, FOR HERSELF AND AS NEXT FRIEND OF  
HER MINOR CHILDREN**

  
\_\_\_\_\_  
Hollie Plemons

Dated: 08.18.22

**KERRI REHMEYER, FOR HERSELF AND AS NEXT FRIEND OF HER MINOR  
CHILDREN**

  
\_\_\_\_\_  
Kerri Rehmeier

Dated: 8/18/22

**FORT WORTH INDEPENDENT SCHOOL DISTRICT**



\_\_\_\_\_  
Dr. Kent P. Scribner, Superintendent  
for Fort Worth Independent School District

Dated: 8/19/2022

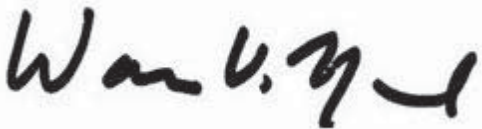
**DR. KENT P. SCRIBNER**



\_\_\_\_\_  
Dr. Kent P. Scribner, Superintendent  
Fort Worth Independent School District

Dated: 8/19/2022

**APPROVED AS TO FORM:**



\_\_\_\_\_  
Warren Norred  
NORRED LAW, LLC  
Counsel for Parents

Dated: 08/19/2022



\_\_\_\_\_  
~~K. Adam Rothery~~ Carlos G. Lopez  
THOMPSON & HORTON LLP  
Counsel for Defendants Fort Worth Independent School District and Dr. Kent P. Scribner

Dated: 08/19/2022