

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT (hereinafter, "**Agreement**") is entered into by (i) the Courier Journal, Inc., and the Louisville Metro Council ("**Metro Council**"), effective as of the ____ day of _____, 2020 ("**Effective Date**"). All of the foregoing parties shall be referred to collectively as the "**Parties**."

RECITALS

WHEREAS, the Courier Journal filed an Open Meetings Act complaint with the Metro Council concerning a series of telephone conferences in which Louisville's Mayor invited all members of the Metro Council to participate; and

WHEREAS the Metro Council denied that these meetings constituted public meetings in violation of the Open Meetings law; and

WHEREAS the Courier Journal filed a lawsuit styled *Courier Journal, Inc. v. Louisville Metro Council*, Civ. Action No. 20-CI-04152 ("**Lawsuit**"), which sought among other things a restraining order and/or temporary injunction to halt future teleconferences from being conducted without complying with the Open Meetings Act; and

WHEREAS the Jefferson Circuit Court entered a temporary injunction on July 30, 2020 that prohibited the Metro Council from holding non-public meetings with the Mayor; and

WHEREAS, it is the express intent of the Parties to resolve and extinguish once and forever any and all further litigation between them regarding the Lawsuit and, desiring to avoid the cost and uncertainty of protracted litigation, the Parties have agreed to settle all claims and disputes concerning these matters;

NOW, THEREFORE, in consideration of the foregoing premises which are not mere recitals but which are an integral part of this Agreement, and in exchange for the consideration described herein, the Parties hereby agree as follows:

SETTLEMENT TERMS

Settlement of All Claims. The Parties agree to fully and finally resolve the Lawsuit for and in consideration of the promises and covenants set forth herein including: (1) tendering the Agreed Judgment attached here to as Exhibit A to the court for approval; (2) compliance with all agreed terms of said judgment; (3) the Parties' agreement not to appeal the Agreed Judgement once entered by the Court; and (4) the Metro Council's payment to the Courier Journal, Inc. of \$10,000 on or before September 30, 2020, which shall be delivered to its counsel of record, Jon Fleischaker and Michael P. Abate, Kaplan Johnson Abate & Bird, LLP, 710 West Main St., 4th Floor, Louisville, KY 40202.

No Admission of Liability or Willfulness. The Parties agree that the payment required by this Agreement is in settlement of this dispute and does not constitute a concession by the Metro Council that its conduct was willful or otherwise not in accordance with the Open Meetings Act.

Review and Understanding of Agreement. The Parties represent that prior to signing this Agreement, they read it, understood its terms and conditions, were given an opportunity to consult with counsel of their choosing, and voluntarily signed it as their act of free will and deed.

Integration. This Agreement sets forth the entire agreement among the Parties and supersedes any and all prior conversations, writings, agreements, and/or understandings among the Parties pertaining to this subject matter.

Modification. This Agreement may not be modified or changed orally, but only by an agreement in writing signed by the party against whom enforcement of any such change is sought.

Choice of Law. This Agreement shall be subject to and governed by the laws of Kentucky.

Construction. This Agreement will be construed as if it had been drafted by the Parties jointly and therefore without any presumption or other rule requiring construction against the party who caused it to have been drafted.

Cooperation/Further Assurances. The Parties agree to cooperate fully and to assist in a reasonable manner in taking any and all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intents of this Agreement, which are not inconsistent with the terms of the Agreement.

Counterparts/Copies Same as Originals. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same Agreement. Facsimile and/or electronic mail transmissions shall be considered original documents for all purposes of this Agreement as if part of the numbered paragraphs herein.

Having read and understood the terms of this Agreement, the Parties hereby execute this Agreement as indicated below.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, I have hereto set my hand:

Courier Journal, Inc.

By: _____

Date: _____

Name: Michael P. Abate

Title: Counsel for the Courier Journal

Louisville Metro Council

By: _____

Date: _____

Name:

Title: