

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (the “Agreement”) is made and entered into by and between Moms for Liberty – Brevard County, Florida; Amy Kneessy; Ashley Hall; Katie Delaney; and Joseph Cholewa (together, “Plaintiffs”), on the one hand, and Brevard Public Schools (together with Misty-Haggard-Belford, “Defendants”), on the other.

As used throughout the Agreement, “Parties” refers collectively to Plaintiffs and Defendants.

### **GENERAL RECITALS**

WHEREAS, on November 5, 2021, Plaintiffs filed an action against Defendants in the United States District Court for the Middle District of Florida, styled *Moms for Liberty – Brevard County, FL, et al. v. Brevard Public Schools, et al.*, Case No. 6:21-1849 (the “Action”);

WHEREAS, on March 14, 2025, the District Court entered judgment for Plaintiffs and against Defendants;

WHEREAS, on May 6, 2025, the Clerk taxed costs against Defendants in the amount of \$9,105.35;

WHEREAS, on June 27, 2025, the District Court ordered that Plaintiffs are entitled to reasonable attorneys’ fees and expenses;

WHEREAS, the Parties wish to avoid the expense and inconvenience of litigation regarding the amount of a reasonable fee award, and the Parties instead wish to fully and completely resolve any and all claims or potential claims over the fees, costs, and expenses owed in the Action, and therefore enter into this Agreement.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, and in order to settle and resolve all claims regarding the fees, costs, and expenses in the Action, the Parties agree as follows:

### **AGREEMENT**

1. **Effective Date**: The Agreement shall be effective and take full force and effect upon execution by the Parties, the last date of which shall constitute the effective date of the Agreement (the “Effective Date”).

2. **Purpose of Agreement:** The Parties acknowledge and agree that the purpose of the Agreement is (1) to resolve all controversies and claims between the Parties in connection with the amount of attorneys' fees, costs, and expenses owed to Plaintiffs (the "Fee Award") in connection with the Action, and (2) to avoid the expense and inconvenience of continuing to litigate the amount of the Fee Award.

3. **Specific Provisions:** In consideration of the recitals above (which are incorporated here by reference), the mutual and individual covenants contained in this Agreement, and other good and valuable consideration described below, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

a. **Payments:**

- i. Brevard Public Schools shall issue payment made payable to "INSTITUTE FOR FREE SPEECH" in the sum of **\$541,810.19** via a check delivered to:

Alan Gura  
INSTITUTE FOR FREE SPEECH  
1150 Connecticut Avenue, N.W., Suite 801  
Washington, DC 20036

- ii. Brevard Public Schools shall issue payment made payable to "GOLDSTEIN LAW PARTNERS, LLC" in the sum of **\$26,180.00** via a check delivered to:

David Osborne  
GOLDSTEIN LAW PARTNERS, LLC  
1200 Riverplace Blvd., Suite 105-1110  
Jacksonville, FL 32207

The Parties understand and agree that payments described in this paragraph shall be issued within 60 days of the Effective Date of this Agreement.

The Parties further understand and agree that the payments described in this paragraph shall be inclusive of all attorneys' fees, costs, and expenses sought by Plaintiffs in connection with the Action.

The Parties further understand and agree that the payments described in this paragraph are unrelated to the Court's award for nominal damages in this Action.

b. **Notice of Settlement and Termination of LR 7.01 deadlines:**

No later than 14 days after confirmation of the receipt of payments described in Paragraph 3(a) of the Agreement, Plaintiffs shall file a notice of settlement informing the district court that the dispute over the Fee Award has been resolved and that any remaining deadlines under Local Rule 7.01 can be terminated.

c. **Release and Waiver of Claims:**

Upon receipt of the payments described in Paragraph 3(a) of the Agreement, and except for the obligations created by this Agreement and/or as otherwise specified in this Agreement, Plaintiffs, on behalf of themselves, their successors-in-interest, heirs, and assigns, hereby generally, unconditionally, absolutely, and irrevocably for all time release Defendants and its officers, members, employees, agents, representatives, attorneys, predecessors-in-interest, successors-in-interest, heirs, and assigns from any and all claims, demands, damages, debts, liabilities, controversies, obligations, attorneys' fees, costs, expenses, actions, or causes of action whatsoever, whether based on constitution, tort, statute, regulation, ordinance, contract, common law, indemnity, rescission, or any other theory of recovery, related to the Fee Award.

This Agreement shall not release any claims or rights to fees between a Party and that Party's own attorney of record.

This Agreement further shall not release any claims or rights related to the District Court's judgment and permanent injunction in the Action, or any other claims or rights arising from the Action, other than those related to the Fee Award.

4. **Specific Provisions:** In addition to the specific provisions described above, the Parties understand and agree to each of the following general provisions:

- a. **Amendments:** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the Parties shall be incorporated by written instrument, executed and signed by all Parties.
- b. **Applicable Law/Venue:** This Agreement shall be governed by, interpreted and construed in accordance with and under the laws of the State of Florida without regard to principles of conflicts of law. The Parties agree that Florida courts shall have exclusive jurisdiction over all disputes and controversies arising out of this Settlement Agreement, and any claim for relief or other legal proceeding to interpret or enforce the

respective rights of the Parties must be filed in state or federal court in Florida.

- c. **Entirety of Contract**: This Agreement, consisting of 6 pages, represents the entire and integrated Agreement between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- d. **Notices**: All notices arising out of or from the provisions of this Agreements shall be in writing and given via email to counsel for the respective Party as follows:

Brett Nolan  
INSTITUTE FOR FREE SPEECH  
bnolan@ifs.org

Alan Gura  
INSTITUTE FOR FREE SPEECH  
agura@ifs.org

David Osborne  
GOLDSTEIN LAW PARTNERS, LLC  
dosborne@goldsteinlp.com

*Counsel for Plaintiffs*

Howard Marks  
hmarks@burr.com  
BURR & FORMAN

Gennifer Bridges  
gbridges@burr.com  
BURR AND FORMAN

*Counsel for Defendants*

- e. **Construction; Drafting; No Prejudice**: Should any provision of this Agreement require judicial interpretation, it is agreed that the court, in interpreting or considering such provision, shall not apply any presumption that the terms hereof shall be more strictly construed against the Party who itself or through its agent prepared the same, it being agreed that all Parties hereto have participated in the drafting of this Agreement.

- f. **Titles Not Controlling:** Titles of sections are for reference only and shall not be used to construe the language in this Agreement.
- g. **Execution of Agreement:** The Agreement may be executed in multiple counterparts, all of which shall be deemed originals, and with the same admissibility and effect as if all Parties had signed the same document. All such counterparts shall be construed together with and shall constitute one document, but in making proof, it shall only be necessary to produce on such counterparty. A photocopy, facsimile, or electronic transmission of the Agreement shall be as valid, admissible, and enforceable as an original.
- h. **Authority:** Each Party represents and warrants that he/she/it has complete authority, right, and power to enter into and execute this Agreement. Each person signing the Agreement on behalf of a Party or on behalf of an entity or any other person represents and warrants that, to the extent the signer is executing the Agreement for and on behalf of an entity or person, said signer has been fully empowered and properly authorized to execute this Agreement for and on behalf of said entity or person.
- i. **Duty to Cooperate:** The Parties agree to act in good faith and to cooperate with each other in carrying out the intent of this Agreement, and for that purpose the Parties agree to execute all additional documents as may prove reasonably necessary to accomplish that intent.
- j. **Performance:** The failure of any Party at any time to require performance of any provision of this Agreement will not limit that Party's right to enforce the provision, nor will any waiver of any breach of any provision constitute a waiver of that provision itself.
- k. **Consultation with Counsel:** Each Party further acknowledges that his/her/its respective attorney has fully explained the legal effect of this Agreement and of the release provided within the Agreement, and that the Agreement and release is final and conclusion with respect to the Fee Award, and that each Party has freely consented to and entered into this Agreement with this understanding.

The Parties, by their signatures and those of their undersigned agents, have executed this Agreement and agree to be bound by it.

Date: \_\_\_\_\_

\_\_\_\_\_  
Moms for Liberty – Brevard County, FL

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Amy Kneessy

Date: \_\_\_\_\_

\_\_\_\_\_  
Ashley Hall

Date: \_\_\_\_\_

\_\_\_\_\_  
Katie Delaney

Date: \_\_\_\_\_

\_\_\_\_\_  
Joseph Cholewa

Date: \_\_\_\_\_

\_\_\_\_\_  
Brevard Public Schools

By: \_\_\_\_\_

Title: \_\_\_\_\_