SETTLEMENT AGREEMENT

The parties to this Settlement Agreement ("Agreement") are American Oversight, Inc. ("AO"), Pinal County and Pinal County Sheriff Mark Lamb (collectively, the "Defendants"). AO and Defendants may be referred to separately hereafter as a "Party" or collectively as "the Parties."

Recitals

1. From October 21, 2020 through June 21, 2023, AO made certain public records requests ("the Public Records Requests"), listed below:

- A request submitted on October 21, 2020, bearing AO's internal tracking number AZ-PINAL-20-2618, attached as Exhibit 1 to Plaintiff's Verified Special Action Complaint;
- A request submitted on October 27, 2021, bearing AO's internal tracking number AZ-PINAL-21-1528, attached as Exhibit 3 to Plaintiff's Verified Special Action Complaint;
- A request submitted on August 26, 2022, bearing AO's internal tracking number AZ-PINAL-22-0870, attached as Exhibit 9 to Plaintiff's Verified Special Action Complaint;
- A request submitted on January 30, 2023, bearing AO's internal tracking number AZ-PINAL-23-0088, attached as Exhibit 14 to Plaintiff's Verified Special Action Complaint; and
- A request submitted on June 21, 2023, bearing AO's internal tracking number AZ-PINAL-23-0632, attached as Exhibit 17 to Plaintiff's Verified Special Action Complaint.

2. On May 29, 2024, AO filed a Verified Special Action Complaint against Defendants related to the Public Records Requests in Arizona Superior Court (Pinal County), under case number CV2024-001360 ("the Litigation").

3. Through the course of this litigation, Pinal County Sheriff's Office ("PCSO") represented to AO and submitted affidavit(s) with the Court generally explaining that PCSO discovered inadvertent delays in the production of certain requested documents, in a time period during which PCSO represents it had received a high volume of public records requests and experienced administrative burden. PCSO has worked with AO, in good faith, to identify, cull, and produce responsive documents to the Public Records Requests. PCSO has now complied with AO's Public Records Requests subject to this litigation.

The Parties affirm the accuracy of the foregoing recitals, wish to resolve the remaining issues in the Litigation, and agree as follows:

Terms of Agreement

1. **Payment**. In return for the release set forth in this Agreement, the Defendant Pinal County will pay AO the total sum of $30,000.00 (the "Settlement Payment") by a check made payable to "American Oversight, Inc." that is delivered to AO's counsel within 10 business days of the Effective Date of this Agreement. AO will provide Defendants' counsel with a current W-9 to effectuate the payment of the Settlement Payment.

2. **Release**. The Parties mutually release each other from all legal liability for all claims, causes of action, damages, costs, expenses, and attorneys' fees related to the Public Records Requests and the Litigation. This Release excludes any public records requests made by AO at any time that were not specifically at issue in the Litigation.

3. **Satisfaction of Public Records Requests**. As consideration for this settlement, AO releases Defendants from all claims and obligations to produce additional documents in response to the above-cited public records requests.

4. **Dismissal of the Litigation**. After the Parties execute this Agreement and AO receives the Settlement Payment, the Parties will cooperate in filing a stipulation to dismiss with prejudice all of AO's claims in the Litigation, with each side to bear their own costs and fees.

5. **No Admission of Liability**. It is understood and agreed that this Agreement represents the compromise of disputed claims, that neither the consideration furnished nor the negotiations for or provisions of the Agreement will constitute or be construed as an admission of liability or wrongdoing by any Party as to any actionable claim.

6. **Public Record**. The Parties agree and acknowledge that this Agreement is a public record under Arizona's Public Records Law, A.R.S. § 39-121, *et seq.*

7. **Knowing and Voluntary Agreement**. Each Party enters into this Agreement as a matter of free will and has not been pressured or coerced in any way into signing this Agreement. Each Party expressly represents and warrants that the persons signing below are authorized to execute this Agreement on the Party's behalf.

8. **Current and Former Agents**. The Parties agree that the mutual releases contained herein are for the benefit of all current and former agents, members, partners, employees, officers, directors, insurers, predecessors, successors, assigns, attorneys, or other representatives of the Parties.

9. **Severability**. If any provision or part of any provision of this Agreement is held to be invalid or for any reason unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement will remain in full force and effect to the maximum extent permitted by law.

10. **Modification/Waiver**. No modification, amendment, or waiver of any of the provisions contained in this Agreement will be binding upon any Party hereto unless made in writing and signed by such Party or by a duly authorized officer or agent of such Party.

11. **No Presumption Against Drafter**. This Agreement has been negotiated and prepared by both Parties and their respective counsel, and any rule of construction under which ambiguities are to be resolved against the drafter will not apply in interpreting this Agreement.

12. **Entire Agreement; Choice of Law**. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties concerning the subject matter of this Agreement. No other agreements or understandings of any kind concerning the subject matter of this Agreement, whether express or implied in law or fact, have been made by the Parties to this Agreement. This Agreement will be construed in accordance with, and be governed by, the laws of the State of Arizona.

13. **Enforcement**. Any action to enforce the terms of this Agreement must be brought in Pinal County (Arizona) Superior Court, and the Parties unconditionally and irrevocably consent to that court's exercise of personal jurisdiction over them in any such action. The prevailing Party in any such action will be entitled to recover all reasonable costs, expenses, and attorneys' fees.

14. **Counterparts**. This Agreement may be signed in counterparts, each of which will constitute an original, but all of which together will constitute one and the same instrument. The counterparts may be executed and delivered by facsimile or other electronic signature by any of the Parties to any other Party and the receiving Party may rely on the receipt of such document delivered by facsimile or other electronic means as if the original had been received.

15. **Signatures and Effective Date**. This agreement is subject to approval by the Pinal County Board of Supervisors pursuant to the Arizona Open Meeting Law. The Parties have executed this Agreement on the dates appearing below. This Agreement will become effective immediately upon the later date of execution by all Parties, and approval by the Pinal County Board of Supervisors.

AMERICAN OVERSIGHT, INC.	**PINAL COUNTY**
By: Chioma Chukwu	By: Mike Goodman
Its: Interim Executive Director	Its: Chairman, Authorized Agent
Date	11/20/2024 Date