SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Settlement Agreement") is made and entered into by and between [redacted][1] ("Plaintiff"), and **Pinal County Sheriff's Office** ("Defendant"). The Plaintiff and Defendant are collectively referred to herein as "the Parties."

RECITALS

A. On October 4, 2022, Plaintiff filed her Complaint for Special Action in the Pinal County Superior Court, case number S1100CVXXXX760 (the "Lawsuit"). Plaintiff's Complaint related to certain public records requests she made to the Pinal County Sheriff's Office in 2021 and 2022 ("the subject Public Records Requests").

B. On February 28, 2023, Defendant provided the Court with a Notice that it had provided Plaintiff with all relevant and responsive records associated with the subject Public Records Requests. Plaintiff disagrees Defendant provided Plaintiff with all relevant and responsive records at the time.

C. On August 13, 2024, the Court found that Defendant disclosed and released the public records that were subject to Plaintiff's Complaint. The Court further ordered that Plaintiff's application for attorneys' fees and costs be filed. The Parties have stipulated to staying the briefing on Plaintiff's application for attorneys' fees and costs because they have agreed in principle to the terms contained herein.

D. 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

1.0 Release and Discharge

1.1 In consideration of the terms set forth in Section 2, Plaintiff completely releases and forever discharges Defendant from any and all past, present, or future lawsuits, claims, appeals, demands, obligations, actions, causes of action, rights, damages, costs, losses of or damages for any and all injuries, damages to personal property, losses of

[1] In the Court proceedings, the Court ordered that "both parties shall either redact or replace Plaintiff's legal name in all subsequent filings with this Court as 'Jane Doe.'" Accordingly, this Settlement Agreement may only ever be produced pursuant to a valid public records request and only if Plaintiff's first and last name and signature below are first redacted.

services, expenses, and compensation of any nature whatsoever, related to the subject Public Records Requests whether based on a constitutional right, common law, Arizona state law, tort, contract, monetary damages, punitive damages, or other theory of recovery, known or unknown, which Plaintiff now has, or may have in the future, that arise from, relate to, or grow out of any allegations in the subject Public Records Requests in the Lawsuit, and/or any act, omission, event, or circumstances related to the allegations described in her Complaint, and/or the subject Public Records Requests, and/or any act, omission, event, or circumstances involving Plaintiff and the Released parties that occurred up to and including the date of the signed Settlement Agreement (collectively referred to as "Released Acts").

1.2 This release and discharge shall apply to Defendant, as well as Pinal County, its past, present, and future members of the Board of Supervisors, the Pinal County Sheriff's Office, Sheriff Mark Lamb and his predecessors and successors, other Pinal County elected officials and their predecessors and successors, and County and Sheriff's Office custodians of records, employees, agents, representatives, attorneys, and insurers, whether in their official or personal capacities (the "Released Parties").

2.0 **Payment**

In consideration of the release set forth above, and contingent upon the Pinal County Board of Supervisor's approval, Pinal County shall pay Plaintiff the total sum of Thirty-Five Thousand Dollars and 00/100 cents ($35,000.00) in a single lump sum on or before December 15, 2024 by check made payable to Mengedoth Law PLLC. Payment will be delivered to Plaintiff's counsel not later than ten (10) calendar days of the Effective Date of this Agreement. Plaintiff's counsel will provide Defendant's counsel with a current W-9 to effectuate payment of the settlement funds.

The settlement funds paid by Pinal County are intended to be paid with the understanding that the Defendant and all Released Parties are intended beneficiaries of this Settlement Agreement.

3.0 **Satisfaction of the Subject Public Records Requests**

As consideration for this settlement, Plaintiff acknowledges and agrees that Defendant has satisfied it obligations under Arizona Public Record Law in connection with the subject Public Records Requests. Plaintiff releases Defendant and the Released Parties from all claims and obligations to produce additional documents in response to the subject Public Records Requests.

4.0 **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.

5.0 **Attorneys' Fees and Costs**

The Parties hereto shall bear their own attorney's fees and costs in connection with the Lawsuit and this Settlement Agreement.

6.0 **Delivery of Dismissal with Prejudice**

Concurrent with the delivery by check of the payment of the funds referenced in Section 2.0, the Parties agree to file a stipulation to dismiss the Lawsuit in its entirety, with prejudice and each party to bear their own costs.

7.0 **Warranty of Capacity to Execute Agreement**

The Parties represent and warrant that no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this Settlement Agreement, except as otherwise set forth herein; that Plaintiff has the sole right and exclusive authority to execute this Settlement Agreement and that Plaintiff has not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Settlement Agreement.

8.0 **Scope of Release**

Without limiting the generality of the foregoing, the full release of all claims provided above applies to all claims that are in any way related to Plaintiff's Complaint.

9.0 **Severability**

If a court of competent jurisdiction declares any of this Settlement Agreement's provisions unenforceable, the remaining provisions shall be enforced as though the agreement does not contain the unenforceable provisions; provided, however, that the obligation to pay the settlement amount to Plaintiff is conditioned on the full enforcement of the release and discharge set forth in Section 1.0, and the dismissal of the Lawsuit against Defendant with prejudice.

10.0 **Governing Law and Construction**

This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of Arizona. This Settlement Agreement shall be construed and interpreted to effectuate the intent of the Parties, which is to provide, through this Settlement Agreement, for a complete resolution any and all claims arising out of, or that could have arisen out of Plaintiff's Complaint.

11.0 **Entire Agreement and Successors in Interest**

This Settlement Agreement contains the entire agreement between Plaintiff and Defendant with regard to the matters set forth in it and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors, and assigns of each. This Settlement Agreement, as well as the documents contemplated hereunder to effectuate this Settlement Agreement, is a fully integrated document, containing the entire understanding among the Parties, and supersedes and integrates any prior understandings or written or oral agreements or negotiations among the Parties respecting the subject matter hereof.

12.0 **Non-Waiver**

No delay or failure by a party to exercise any right under this Settlement Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided in this Settlement Agreement.

13.0 **Modifications and Amendments**

This Settlement Agreement shall not be amended or modified except as may be in writing and signed by all parties to this Settlement Agreement.

14.0 **Headings**

The headings used in this Settlement Agreement are used for convenience of reference only and do not constitute substantive matter to be considered in construing the terms of this Settlement Agreement.

15.0 **Recitals**

The Recitals set forth herein are incorporated as a part of this Settlement Agreement, and the Parties represent and warrant the truth of all that is contained in the Recitals, as it applies to the party so representing. The Parties agree that the covenants set forth herein are contractual and not mere recitals.

16.0 Counterparts and Electronic Copy or Facsimile

This Settlement Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon and all of which shall together constitute one and the same instrument. Signatures of the Parties may be submitted via email or facsimile.

17.0 Signatures and Effective Date

This agreement is subject to approval by the Pinal County Board of Supervisors pursuant to the Arizona Open Meeting Law and shall be finally and fully be approved not later than December 15, 2024. The Parties have executed this Agreement on the dates appearing below. This Agreement will become effective immediately upon the later date of execution by Plaintiff, contingent upon approval by the Pinal County Board of Supervisors, which in no event shall occur after December 15, 2024.

[redacted]

Date

[Redact Agreement consistent with footnote 1]

Pinal County

By:
Its: Authorized Agent

Date