

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into as of this 31st day of May 2022, by and between Defendants Butler Area School District and Mr. Glenn Terwilliger, on the one hand, and named Plaintiff, [REDACTED], a minor, and each member of the proposed class set forth in Plaintiffs' Complaint and Amended Complaint in the matter captioned [REDACTED], a minor, by and through his parent and natural guardian, Donna Hope et al v. Butler Area School District et al, Civ. No. 18-10759, (C.C.P. Butler County), on the other hand, subject to and conditioned on preliminary and final approval by the Court of Common Pleas of Butler County, Pennsylvania.

RECITALS:

The Definitions appearing in Section 2 and other terms defined in this Settlement Agreement are incorporated by reference in these Recitals.

A. Butler Area School District, hereinafter referred to as ("BASD") is a public school district, incorporated, authorized and existing by virtue of the laws of the Commonwealth of Pennsylvania with its proper place of business located at 110 Campus Lane, Butler, PA, Butler County, PA 16001.

B. Mr. Glenn Terwilliger hereinafter referred to as ("Terwilliger") is an adult individual and citizen of the Commonwealth of Pennsylvania and was the former Maintenance Director of the BASD.

C. BASD and Terwilliger are collectively referred to as "Defendants".

D. The Class Members are defined in the Amended Complaint as all persons, as reflected in Defendants' records, who, between August 15, 2016 and January 20, 2017, 1. Were registered students of Summit Elementary School; 2. To whom, via their parents or natural guardians, Dr. Dale Lumley, on behalf of Butler Area School District, sent a letter dated January 20, 2017, warning of elevated copper and lead levels in the school's drinking water; 3. Who were subsequently offered medical testing by the Butler Area School District; and 4. Who accepted the offer and obtained medical testing.

E. Each of the Class Members is a minor individual; however, for purposes of representation in capacity only, the Class Members also include the parents or legal guardians of the minor Class Members.

F. The adult Class Members, individually, representing the minor Class Members do not seek and are not asserting any claims for injuries related to the subject matter of the putative Class Action and will not be compensated, other than for the Representative Adult on behalf of the named representative Class Members.

G. [REDACTED], a minor and Donna Hope, his parent and legal guardian are the representative Class Members.

H. The Complaint alleges that the minor Class Members have suffered damages as a result of a “fingerstick” using a lancet to draw a drop or two of capillary blood from the individual Class Members to test for the presence of soluble metals including copper and lead which had been leached into the potable water of the Summit Elementary School operated by the BASD from August 15, 2016 to January 20, 2017.

I. A “fingerstick” procedure using a lancet is a minimally invasive procedure.

J. Each of the Class Members received medical testing in the form of a fingerstick blood test and no Class Member has received a test result indicating a blood soluble metal level in excess of the background standard nor has any Class Member been injured in any manner as a result of ingesting the potable water from the Summit Elementary School, other than any temporary injury resulting from a “fingerstick”.

K. The “fingerstick” tests were offered to all Class Members by BASD as voluntary tests. The BASD paid for any person(s) who volunteered to have a “fingerstick” test and blood analysis. Upon information and belief, no Class Member incurred any “out of pocket” expenses related to the alleged ingestion of potable water at the Summit Elementary School.

L. Defendants vigorously deny all allegations made against them in the Litigation. Defendants enter into this Settlement Agreement without in any way admitting or acknowledging any fault or liability, and solely for the purpose of avoiding the burdens and expense of further

litigation of contested claims. Defendants do not admit or concede any deficiencies, faults, errors, omissions, noncompliance or wrongdoing of any nature whatsoever in connection with the administration, ownership or operation of the Summit Elementary School. Defendants further deny that the potable water at the Summit Elementary School affected or impacted Plaintiffs or the Class Members in any way.

M. Class Counsel are familiar with the claims being settled and the defenses that Defendants have asserted. Class Counsel have conducted a thorough investigation relating to the claims and underlying events and transactions alleged in the Amended Complaint.

N. Class Counsel believe that the Litigation has substantial merit. However, Class Counsel recognize and acknowledge that the expense and length of continued proceedings necessary to prosecute the Litigation against Defendants through trial and appeals may be a costly undertaking. Class Counsel also have taken into account the uncertain outcome of the planned class certification motion and the risk of further litigation, especially in a complex suit such as this action, as well as the difficulties and delays inherent in such litigation. Class Counsel have also taken into account, among other things, the strengths and uncertainties of the claims asserted in the Litigation and the substantial benefits to be conferred on the Class by the settlement set forth in this Settlement Agreement. Class Counsel, therefore, have determined that this Settlement Agreement is in the best interests of the Class.

O. Counsel for the Parties have engaged in extended arm's-length negotiations and third party neutral non-binding mediation concerning the settlement of Plaintiffs' claims against Defendants.

P. This Settlement Agreement and related documents are not and shall not be construed as an admission or a concession by the Plaintiffs with regard to the merits of their claims whatsoever.

Q. This Settlement Agreement and related documents are not and shall not be construed as an admission or a concession by Defendants with regard to the merits of its defenses or the merits of Plaintiffs' claims.

R. Defendants have agreed to settle the Litigation as part of a complete settlement and a release of all claims arising out of the allegations in the present case that have been asserted by or on behalf of the Plaintiffs. It is the intention of the Parties that this proposed settlement completely resolves all claims of Plaintiffs and the Class Members that were alleged in the Litigation or could have been alleged concerning the ingestion of or exposure to the drinking water or other water at the Summit Elementary School or the resulting “fingerstick” tests except as expressly reserved herein.

NOW THEREFORE, intending to be legally bound hereby, and in consideration of the promises, mutual covenants and conditions contained herein, **IT IS STIPULATED, CONSENTED TO AND AGREED** as follows, by and among the Parties, through the undersigned attorneys on behalf of their respective clients and the Class, for purposes of the settlement only and subject to the approval of the Court pursuant to Pennsylvania Rule of Civil Procedure 1714:

1. **Settlement:** The Litigation and all claims alleged or which could have been alleged by Plaintiffs and Class Members shall be finally and fully settled, compromised and discontinued on the merits, with prejudice and without costs, and all released claims (as set forth herein) against any of the Defendants shall be fully, finally and forever released, subject to the approval of the Court, in the manner and upon the terms and conditions stated in this Settlement Agreement.

2. **Definitions:** As used herein, the following terms shall have the meanings stated in this paragraph:

a. “Administration of Settlement” means receiving, assisting, and maintaining claims and proofs of claims, calculating and verifying claims, and overseeing the distribution of the Settlement Fund.

b. The “Complaint” shall mean the Complaint and subsequent Amended Complaint in Civil Action.

c. The “Class” is defined in Paragraph “D” of this Agreement.

- d. "Class Counsel" shall mean Brendan Lupetin and Lupetin & Unatin, LLC
- e. "Class Members" are comprised of those individuals who meet the definition set forth in Paragraph "D" of this Agreement.
- f. The "Class Period" shall mean the period of time between August 15, 2016 and January 20, 2017.
- g. The "Court" shall mean the Court of Common Pleas of Butler County, Pennsylvania.
- h. "Effective Date" means the date on which this settlement becomes binding as to all Parties, which shall be the date on which the Final Judgment and Order approving the settlement becomes Final.
- i. The "Facility" shall mean the Summit Elementary School located at 351 Brinker Road, Butler, PA 16002, County of Butler, Commonwealth of Pennsylvania, including all related and supporting facilities, structures, activities, operations, and construction thereon.
- j. "Final" means the later of the following dates: (i) the date of expiration of the time for filing or noticing of any appeal from the Final Judgment and Order, that is, thirty days after the entry of the Final Judgment and Order computed in accord with Pennsylvania Rule of Civil Procedure 106 and Pennsylvania Rule of Appellate Procedure 903; or (2) the date of final affirmance of any appeal, the date of expiration of the time for filing petitions for allowance of appeal and, if appeal is granted, the date of final affirmance following review pursuant to that grant; or (3) the final dismissal of any appeal or proceeding on appeal.
- k. The "Final Judgment and Order" means an order and judgment of the Court substantially in the form attached as Exhibit A, concerning among other things the certification of the Class, the notice program to the Class, the approval of the settlement, and the terms and process for the submission of proofs of claim and the disbursement of the Settlement Fund.

l. The "Litigation" shall mean the civil action presently captioned [REDACTED], a minor, by and through his parent and natural guardian Donna Hope et al v. Butler Area School District et al, Case No. 18-10759 in the Court of Common Pleas of Butler County.

m. The "Named Class Representatives" shall mean and include the named Plaintiffs in this Litigation, [REDACTED], a minor and his parent and natural guardian, Donna Hope.

n. The "Notice" shall mean the Notice of Pendency of Class Action, Conditional Class Determination, and Proposed Settlement of Class Action and Settlement Hearing, the form and content of which shall be in the form attached hereto at Exhibit B. Such Notice shall be provided by Class Counsel via first class mail to all addresses, reasonably ascertainable, of Class Members.

o. "Order on Notice/Preliminary Approvals" means an order of the Court, substantially in the form attached as Exhibit C.

p. The "Parties" shall mean all Plaintiffs and the Butler Area School District and its employees, consultants, lawyers, insurers including but not limited to Liberty Mutual Insurance Company, Butler Area School District School Directors, Board Members, solicitors, consultant and Mr. Glenn Terwilliger, his lawyers and his insurer.

q. "Plaintiffs" shall mean and include each and all Class Members and Named Class Representatives.

r. The "Preliminary Approval Date" shall mean the date upon which the Court enters the Order on Notice/Preliminary Approvals.

s. The "Settlement Agreement" means this Settlement Agreement made and entered by the Parties in the Litigation and all exhibits attached to it.

t. The "Settlement Fund" means that payment made by Defendants to Class Counsel in accord with Section 5 of this Settlement Agreement plus any interest that accrues thereon following such payment.

u. The “Settlement Hearing” or “Settlement Fairness Hearing” means a hearing scheduled pursuant to Pennsylvania Rule of Civil Procedure 1714 to determine, among other things, whether the settlement of the Litigation is fair, reasonable and adequate, and to consider Class Counsel’s application for an award of attorneys’ fees and reimbursement of expenses for prosecuting the Litigation.

v. The “Total Settlement Value” means the settlement package described herein, which consists of an aggregate payment of Two Hundred Fifteen Thousand (\$215,000) with an individual class member maximum payment of no more than \$600 exclusive of attorney’s fees and costs.

w. “BASD” shall mean Butler Area School District as named in the Complaint and Amended Complaint.

x. The “Releasees” shall mean and include Mr. Glenn Terwilliger, BASD and any of BASD’s former, present and future, School Directors, Board members, employees, officers, shareholders, members, partners, accountants, agents, attorneys, insurers, representatives, and each of their present, former and future Board members employees, representatives, predecessors, successors, partners, principals, and officers, and all attorneys and all persons, including but not limited to the Releasees insurers and their appointed agents and attorneys acting by, through, under or in concert with them or any of them.

3. Submission of Settlement to the Court:

a. As soon as practicable following the execution of this Settlement Agreement, Plaintiffs shall move the Court for entry of the Order on Notice/Preliminary Approvals, substantially in the form attached as Exhibit C.

b. If the Court preliminarily approves this settlement, Notice shall be given to the Class by Class Counsel in a form and manner substantially in conformance with the form attached as Exhibit B, and in accordance with the Notice specifications approved by the Court in its Order on Notice/Preliminary Approvals.

c. The Parties shall jointly request that the Court enter a Final Judgment and Order, substantially in the form attached as Exhibit A.

d. The Settlement Fairness Hearing shall be held to decide whether the settlement embodied in this Settlement Agreement shall be finally approved as fair, reasonable, and adequate and whether the terms and conditions shall be approved. The Parties shall jointly apply to the Court for approval of the settlement and shall each file such papers with the Court as their counsel or the Court determines to be necessary. At or before the Settlement Fairness Hearing, proof of mailing of the Notice shall be filed by Class Counsel.

e. Class Counsel may apply to the Court for an award of attorneys' fees and reimbursement of costs and expenses (including the fees and disbursements of Plaintiffs' consultants), consistent with Pennsylvania Rule of Civil Procedure 1717, in an amount not to exceed \$71,666.67 or 33.3% of the gross settlement amount. The Defendants agree to take no position concerning Class Counsel's application up to such amount, but may respond to inquiries from the Court. Any such award and reimbursement shall be paid exclusively from the Settlement Fund, and Class Counsel agrees to accept its fees from the deferred payments in order to allow for payment of Class Member claims from the initial payment.

f. In the event that the Order approving the fees, costs, and expense award to Class Counsel is reversed or modified on appeal and in the event the fees, costs, and expense award has been paid to any extent, then Class Counsel shall repay, within five (5) business days, the fees, costs, and expenses to Defendants with interest consistent with the reversal or modification. It is agreed that the procedure for and the allowance or disallowance by the Court of any applications for attorneys' fees, costs, expenses and interest, including the fees of consultants, from the Settlement Fund are beyond the scope of this Settlement Agreement, and any order or proceeding relating only thereto shall not operate to terminate, cancel, or affect the finality or effect of this Settlement Agreement.

g. All matters relating to the Administration of Settlement, including but not limited to payment to Class Counsel of their fees, costs and expenses, plus interest and disbursement to the Class of the Settlement Fund, shall proceed in accord with this Settlement Agreement, as approved by orders of the Court.

h. If the Court does not enter the judgments and orders provided for above, or if the Court enters such judgments and orders and appellate review of any of the judgments or orders is sought, and on such review, any such judgment or order is modified by an appellate court, then this Settlement Agreement shall be canceled and terminated, subject to the provisions of this Settlement Agreement, unless each Party within thirty (30) days of the date of the mailing of such ruling to the Parties, provides written notice to all other Parties of its intent to proceed with the settlement notwithstanding such modification. Notice of intent to proceed with the settlement may be provided on behalf of the Class by Class Counsel.

i. The obligations to proceed with the settlement are expressly conditioned on: (a) the Court's preliminary approval of this Settlement Agreement; (b) the Court's entry of the Final Judgment and Order overruling any objections; (c) the Final exhaustion of rights of appeal as to such Final Judgment and Order; and (d) fewer than ten (10) Class Members opting out of the settlement, unless Defendants elect to waive this condition. If any of these conditions fail, the Parties shall return to litigation as if no conditional settlement had ever existed.

j. If the settlement does not occur for any reason, this Settlement Agreement shall be of no force and effect and shall be void, and the Settlement Fund, including any accrued interest, shall be repaid to Defendants as provided by this Settlement Agreement.

k. Neither the Settlement nor this Settlement Agreement shall constitute or be an admission in any future proceedings between the settling parties to this Agreement, or between Defendants. In addition, neither this Settlement nor this Settlement Agreement be deemed evidence of any violation of any statute, regulation, order, permit,

approval, license, requirement or law, or an admission of any wrongdoing or liability by Defendants.

4. Class Certification:

a. Plaintiffs shall move the Court for an order certifying the Class pursuant to Chapter 1700 of the Pennsylvania Rules of Civil Procedure in conjunction with a request for the Court to approve this settlement.

b. Solely for the purposes of this settlement, Defendants consent to the Court's certification of the Class pursuant to Chapter 1700 of the Pennsylvania Rules of Civil Procedure.

c. Solely for the purposes of this settlement, Defendants consent to the Named Class Representatives and Class Counsel as proper and appropriate representatives of the Class.

d. Subject to Court approval under Rule 1714 of the Pennsylvania Rules of Civil Procedure, payment and other consideration paid or provided by Defendants in accordance with this Settlement Agreement shall constitute the full and final settlement of the Litigation, and upon the Effective Date, Defendants shall have no further liability or obligation to any member of the Class except as specifically set forth in this Settlement Agreement or in the Final Judgment and Order.

5. Settlement Payment:

a. Defendants, within forty-five (45) business days after the Effective Date, pay to Lupetin & Unatin, LLC, in trust, the sum of Two Hundred Fifteen Thousand Dollars (\$215,000) by a manner agreeable to the Parties. If Defendants fail to timely make the settlement payment, Defendants shall not be entitled to a release from Class Members and Class Counsel may bring an action in this Court against them for payment of those amounts.

b. Class Counsel shall place the aforesaid funds in escrow and seek reimbursement from the Settlement Fund of attorneys' fees and out-of-pocket costs

(including the fees and disbursements of Plaintiffs' experts and consultants) as approved by the Court. Such reimbursement shall not exceed \$71,666.67. Any such award and reimbursement shall be paid exclusively from the Settlement Fund, and Class Counsel agrees to accept its fees from the deferred payments in order to allow for payment of Class Member claims from the initial payment.

c. Subject to the Court's approval, a one-time lump sum payment of \$1,500 shall be paid from the Settlement Fund to Named Class Representative [REDACTED] [REDACTED] for his efforts on behalf of the class, in addition to his Class Member payment.

d. Subject to the Court's approval, a one-time lump sum payment of \$1,500 shall be paid from the Settlement Fund to Named Class Representative Donna Hope, individually and as the parent and natural guardian of [REDACTED] for her efforts on behalf of the class, in addition to her Class Member payment.

e. The remainder of the Settlement Fund shall be paid to qualifying Class Members in individual amounts not to exceed \$600 excluding attorney's fees and costs as may be approved by the court (for example, a proportionate amount of fees and costs will be deducted from each qualifying payments from the Settlement Fund) to each Class Member.

f. No payment from the Settlement Fund shall be made until the Effective Date. Class Counsel will distribute payments to the Class Members within 45 days of the Effective Date.

g. If the settlement as agreed in this Settlement Agreement is not approved by the Court, or if approval of the settlement is reversed on appeal, or if the settlement fails to become effective for any other reason, then the Settlement Fund, including all accrued interest or earnings, shall be returned within five (5) business days to Defendants' insurer, Liberty Mutual Insurance Company.

h. Class Counsel shall conduct all required and necessary work for Administration of Settlement and all costs and expenses for the Notice and the

Administration of Settlement shall be paid by Class Counsel. Defendants are not responsible or liable for costs and expenses relating to the Administration of Settlement. Plaintiffs and Class Counsel are released from any liability in connection with the Administration of Settlement, and the procedures therefor, except for any proven willful misconduct.

6. **Claims, Opt-Outs and Objections:** Class Members seeking to object to or opt out of this Settlement Agreement must notify Class Counsel and Counsel for the Defendants in the manner specified in the Class Notice. All opt-outs and objections must be in writing and postmarked no more than 30 days after the date that notice is mailed to the Class. Each Class Member shall receive a payment from the Settlement Fund of \$600 as the Court may approve.

7. **Release:** In consideration for Defendants' Settlement Payment set forth herein, Plaintiffs and all Class Members (both personally and on behalf of any person or entity who might claim through them or on their behalves), fully, finally and forever release all Defendants from any and all claims or causes of action alleged or asserted in the Litigation or which relate to the subject matter of the Complaint and Amended Complaint prior to the Final Approval Date, including any claims or causes of action that any Plaintiff or Class Member had, now has or may hereafter have related to any alleged injury, harm, known or unknown or which may occur in the future, real, perceived, assumed or presumed, physical, genetic, emotional, cognitive, injunctive relief, attorney fees, litigation expenses, court costs, or any other fees, costs, expenses or damages. This release includes all claims for personal injury now and in the future including, but not limited to claims for ingestion of water, toxins, metals, including but not limited to copper and lead, damages including but not limited to loss of comfort or convenience, loss of peace of mind, irritation, and annoyance. Anything in this Settlement Agreement to the contrary notwithstanding, the foregoing release specifically includes any and all claims for personal injuries or diagnosed medical harms, or medical monitoring or future claims arising out of, caused, contributed or alleged to be related in any way or manner to ingestion of or contact with the water at the Summit Elementary School. Such claims are released and are expressly released.

8. **Covenant Not To Sue:** Plaintiffs and all Class Members (both personally and on behalf of any person or entity who might claim through them or on their behalves) covenant and agree not to bring, commence, initiate or assert any lawsuit, action, filing, claim, cause of action, regulatory investigation or enforcement, administrative or regulatory proceeding, rulemaking, hearing, appeal, adjudication or other proceeding in any jurisdiction or forum against any Defendant for any matter released by this Settlement Agreement.

9. **Production of Class Member Data:** Class Counsel and Defendants hereby warrant and represent that: (a) they have produced to each other any and all datasheets, questionnaires or responses (in their entirety without redaction) received by them, their firms or their law offices from any potential Class Member relating to the subject matter of this Settlement Agreement; (b) they will promptly produce to each other any additional such datasheets, questionnaires or responses (in their entirety without redaction) which they may receive through the Effective Date; (c) they have produced in discovery to each other all evidence of which they are aware concerning any alleged impacts, injury or damage of any kind to the Class Members from the potable water system at the Summit Elementary School ; and (d) they have no knowledge of any planned or contemplated lawsuit, action or proceeding relating to the Facility based upon any matter not released under this Settlement Agreement.

10. **Opt-Outs:** This Settlement Agreement is expressly contingent upon no more than 10 Class Members opting out of the settlement and/or seeking to be excluded pursuant to Rule 1711(a) of the Pennsylvania Rules of Civil Procedure. Defendants, at their sole discretion, shall further have the right to withdraw from the Settlement Agreement should any of the 10 Class Members pose an unacceptable risk to future litigation in their sole opinion. Should more than 10 Class Members in total file requests to be excluded from the Class pursuant to Rule 1711(a) of the Pennsylvania Rules of Civil Procedure, Defendants may withdraw from this Settlement Agreement and have no further obligations under this Settlement Agreement whatsoever. In the event that the Defendants withdraw from this Settlement Agreement as provided in this paragraph, the Parties shall return to litigation as though no Settlement

Agreement ever existed.

11. Residual Funds - Unused Balance of Settlement Fund

Pursuant to Pennsylvania Rule of Civil Procedure 1716(b) 50% of any unused monies in the Settlement Fund after 180 days shall be transferred to the Pennsylvania Interest on Lawyers Trust Account Board. The remaining 50% of any Residual Funds are to be transferred to a Fund to be established by the Court and administered by a person(s) for the benefit of the students and users of the Summit Elementary School to be determined at the sole discretion of the Butler Area School District.

12. Remedies Upon Breach: In the event of any material breach of this Settlement Agreement by any Plaintiff or Class Member, Defendants shall be entitled to fully recover all sums paid to such Plaintiff or Class Member pursuant to this Settlement Agreement. The Parties expressly agree that any material breach of the Release or Covenant Not to Sue provisions of this Settlement Agreement by any Plaintiff or Class Member will result in immediate and irreparable harm to Defendants, entitling them to specific performance and other injunctive relief.

13. Miscellaneous Provisions:

a. All exhibits attached to the Settlement Agreement are completely incorporated as though fully set forth herein.

b. The Recitals set forth in this Settlement Agreement are incorporated into and shall constitute a part of this Settlement Agreement Waiver by any Party of any breach of this Settlement Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Settlement Agreement.

c. This Settlement Agreement constitutes the entire complete and final agreement among the Parties and supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. No representations, warranties or inducements other than those set forth herein have been made to any Party concerning this Settlement Agreement. If finally approved by the Court, this Settlement Agreement supersedes any prior agreement or understanding among the Parties. No

representations, warranties, inducements, promises, or agreements oral or otherwise not embodied or incorporated in this Settlement Agreement have been made concerning or in connection with this Settlement Agreement, or the attached exhibits. Any and all prior discussions, negotiations, agreements, commitments and understandings relating to this Settlement Agreement are superseded hereby and merged into this Settlement Agreement.

d. The terms or provisions of this Settlement Agreement may not be changed, waived, modified, or varied in any manner whatsoever unless in writing duly signed on behalf of all Parties; any such modification shall be with the consent of the Court without further notice to the Class unless the Court requires such additional notice.

e. Any failure by any Party to insist upon the strict performance by any other Party of any of the provisions of this Settlement Agreement shall not be deemed a waiver of any of its provisions, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Settlement Agreement by such other Party.

f. This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one in the same document, provided that counsel for the Parties to this Settlement Agreement shall exchange among themselves original signed counterparts. This Settlement Agreement is hereby authorized to be executed by electronic signatures which shall be valid and binding as original signatures and may be relied upon by the parties.

g. This Settlement Agreement must be approved of by the Butler Area School District Board of School Directors in the normal course of business in a public meeting thereof.

h. This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties once it is approved by the Court and all other conditions have been met.

i. Notices of breach or termination required by this Settlement Agreement shall be submitted by overnight delivery to each Party signing this Settlement Agreement, as follows: (i) to Defendants c/o John C. McMeekin II, Esq. of Rawle & Henderson, 1339 Chestnut St, 16th Floor, Philadelphia, PA 19107; and (ii) Jon Hogue, Esq. of Murray, Hogue & Lannis, 3400 Gulf Tower, 707 Grant Street, Pittsburgh, PA, 15219; and (iii) to Brendan Lupetin, Esq., Lupetin & Unatin, LLC Gulf Tower 707 Grant Street, Pittsburgh, PA 15219

j. All terms of this Settlement Agreement shall be governed by and interpreted in accord with the Pennsylvania Rules of Civil Procedure and the laws of the Commonwealth of Pennsylvania.

k. This Settlement Agreement shall be enforced solely in this Court. Defendants and Plaintiffs waive any objection which each such Party may now have or hereafter have to the venue of any such suit, action, or proceeding to enforce this Settlement Agreement, irrevocably consent to the jurisdiction of this Court in any such suit, action, or proceeding, and agree to accept and acknowledge service of any and all process which may be duly served in any such suit, action, or proceeding.

l. Without affecting the finality of the Final Judgment and Order to be entered upon this Settlement, the Court shall retain such continuing jurisdiction as is necessary and appropriate to enforce the settlement, and to administer the performance of the settlement in accord with its terms, including allowing or disallowing applications for attorneys' fees and other payments, determining and supervising distribution procedures related to the Settlement Fund, identifying Class Members and their respective interests, if any, in the Settlement Fund, sending notices to Class Members, reviewing disputes regarding claims submitted, and distributing the Settlement Fund.

m. Because of the arm's-length negotiations described above, all Parties hereto have contributed substantially and materially to the preparation of this Settlement Agreement.

n. Each of the counsel signing this Settlement Agreement represents that he has authority from his client or clients to execute this Settlement Agreement on its behalf or their behalves.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals as of the day and year first written above.

[REDACTED], a minor through his parent
and natural guardian Donna Hope

Donna Hope, individually

Brendan Lupetin, Esq.
Lupetin & Unatin, LLC
Counsel for Plaintiffs

_____, Esq.
Counsel for Plaintiffs

Butler Area School District,
Defendant
By: _____
Its: _____

John C. McMeekin II, Esq.
Rawle & Henderson LLP
Counsel for Butler Area School District

Mr. Glenn Terwilliger,
Defendant
By: _____
Its: _____

Thomas W. King III, Esq.
Dillon McCandless King Coulter & Graham, LLP
Counsel for Butler Area School District

Mr. Jon Hogue, Esq.
Counsel for Defendant
Murray, Hogue & Lannis
Glenn Terwilliger