

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made and entered into by and between Amanda Wray (“Wray”), an individual, and Kimberly Stafford (“Stafford”), an individual, (collectively, “Plaintiffs”), and Jann-Michael Greenburg (“J. Greenburg”), an individual, Mark Greenburg (“M. Greenburg”), an individual, Dagmar Greenburg (“D. Greenburg”), an individual, and Scottsdale Unified School District No. 48 (“SUSD”), a governmental entity, (collectively, “Defendants”) (Plaintiffs and Defendants are collectively referred to as the “Parties,” and each separately a “Party”)

### RECITALS

**WHEREAS**, on May 5, 2022, Wray, Stafford, and Edmond Richard (“Richard”) filed a lawsuit against J. Greenburg, M. Greenburg, D. Greenburg, and SUSD in the Superior Court of the State of Arizona in and for the County of Maricopa, which lawsuit was subsequently removed to federal court as *Wray, et al. v. Greenburg, et al.*, Case No. 2:22-cv-00859-DWL (the “Lawsuit”).

**WHEREAS**, on December 16, 2022, Judge Dominic W. Lanza issued an order in the Lawsuit that dismissed Wray, Stafford, and Richard’s claims for intentional infliction of emotional distress and negligent infliction of emotional distress against M. Greenburg and D. Greenburg, and Wray’s false light invasion of privacy claim against M. Greenburg and D. Greenburg.

**WHEREAS**, on March 6, 2023, Wray and Stafford filed a Notice of Suggestion of Death Upon the Record regarding Richard, who had passed away, and Richard’s estate did not assert any claims on his behalf in the Lawsuit, thus terminating his claims.

**WHEREAS**, on August 23, 2023, Stafford reached an agreement with M. Greenburg and D. Greenburg in which Stafford agreed to dismiss her remaining claims in the Lawsuit against M. Greenburg and D. Greenburg in exchange for M. Greenburg dismissing claims against Stafford and Stafford’s husband in a separate lawsuit.

**WHEREAS**, the following claims remain in this Lawsuit as of the Effective Date: (1) First Amendment Retaliation (Wray and Stafford<sup>1</sup> against J. Greenburg, M. Greenburg, D. Greenburg, and SUSD); (2) First Amendment Violation (Wray and Stafford against J. Greenburg); and (3) defamation (Wray against M. Greenburg and D. Greenburg).

**WHEREAS**, the Parties, wishing to avoid the uncertainty of further litigation, have agreed to settle all remaining claims in the Lawsuit between Wray and Stafford, and J. Greenburg, M. Greenburg, D. Greenburg, and SUSD.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties hereto agree as follows:

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<sup>1</sup> On June 5, 2023, Stafford agreed to dismiss her claims against M. Greenburg and D. Greenburg. As of the date of this Agreement, Stafford’s claims against M. Greenburg and D. Greenburg had not yet been dismissed.

1. **Dismissal of Lawsuit.** Within seven (7) days of the completion of all obligations under Section 2, below, Wray and Stafford shall file a Stipulation for Dismissal signed by counsel for all Parties pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), which stipulation shall specify that all claims in the Lawsuit are dismissed with prejudice, with each side to bear his/her/its own attorneys' fees and costs.

2. **Consideration.** In consideration for Wray and Stafford's dismissal of all claims in the Lawsuit, the Parties have agreed upon the following consideration:

**Payments.** J. Greenburg, Pacific Indemnity Company the insurer of M. Greenburg and D. Greenburg, and SUSD shall pay Plaintiffs a total of Two Hundred Thousand Dollars (\$200,000.00) as set forth below (the "Payments"). The Payments shall be made by wire transfer, check, or money order, and shall be delivered and made payable to Wray and Stafford's counsel at the following address within thirty days of the Effective Date, or December 15, 2023, whichever is earlier: Dhillon Law Group Inc., c/o Amanda Wray and Kim Stafford, 177 Post Street, Suite 700, San Francisco, California 94108, Attn: Michael A. Columbo, Esq. and Jesse D. Franklin-Murdock, Esq.

- (i) One payment in the amount of One Hundred and Fifty Thousand Dollars (\$150,000.00), to be paid by Pacific Indemnity Company.
- (ii) One payment in the amount of Twenty-Five Thousand Dollars (\$25,000.00), to be paid by the Arizona School Risk Retention Trust ("The Trust") on behalf of J. Greenburg,
- (iii) One payment in the amount of Twenty-Five Thousand Dollars (\$25,000.00) to be paid by the Arizona School Risk Retention Trust ("The Trust") on behalf of SUSD.

**Plaintiffs acknowledge they understand that by entering into this Agreement, they will no longer have the right to assert any claim or lawsuit of any kind attempting to recover money or any other relief against the Released Parties for any matter that occurred before the execution of this agreement. Plaintiffs also acknowledge that they understand that the only payments that the Released Parties will make are the Payments provided by paragraph 2(a) of this Agreement. Plaintiffs acknowledge that they have been advised to consult with counsel regarding this Settlement Agreement and Release and have in fact consulted with counsel.**

3. **Mutual Release.**

(a) Except for obligations arising under this Agreement, and any remaining obligations arising from the prior agreement between Stafford, M. Greenburg, and D. Greenburg, entered into on August 23, 2023, Wray and Stafford hereby release and forever discharge J. Greenburg, M. Greenburg, D. Greenburg, and SUSD, including his/her/its successors, assigns, predecessors, subsidiaries, parent entities, affiliates, divisions, related entities, elected officials, directors, officers, shareholders, attorneys, employees, agents, representatives, fiduciaries, trustees, insurers and re-insurers (including, but not limited to the Arizona School Risk Retention Trust), (collectively, "the Released Parties") from and against any and all claims, demands, judgments, liabilities, obligations, claims for attorneys' fees and costs, and causes of action of any

kind, whether known or unknown, that each Party has or may have, arising from the beginning of time to the date of this agreement, which are based on or relate to any act and omission occurring before the effective date of this agreement and which were at issue or could have been raised in the Lawsuit.

(b) Except for obligations arising under this Agreement, J. Greenburg and SUSU hereby release and forever discharge Wray and Stafford, including her successors, assigns, predecessors, subsidiaries, parent entities, affiliates, divisions, related entities, directors, officers, shareholders, attorneys, employees, agents, representatives, fiduciaries, trustees, insurers and re-insurers, from and against any and all claims, demands, judgments, liabilities, obligations, claims for attorneys' fees and costs, and causes of action of any kind, whether known or unknown, that each Party has or may have, arising from the beginning of time to the date of this agreement, which are based on or relate to any act and omission occurring before the effective date of this agreement and which were at issue in the Lawsuit.

(c) The claims released in sub-sections 3.a and 3.b shall be referred to herein as the "Released Claims."

(d) The Released Claims shall not include any claims asserted by any of the parties to *Greenburg v. Wray, et al.*, Case No. CV-22-00122-PHX-DLR (D. Ariz.) or *Greenburg v. Wray, et al.*, Case No. CV2022-001353 (Ariz. Super. Ct.).

**4. No Admission of Liability.** The Parties acknowledge that they each deny any wrongdoing or liability in connection with one another and that the terms set forth in this Agreement are made solely for the purpose of compromising disputed claims and avoiding the time, expense and uncertainty of litigation. It is expressly understood and agreed that nothing contained in this Agreement shall constitute or be treated as an admission of any wrongdoing or liability on the part of any of the Parties.

**5. Ownership of Claims.** The Parties represent and warrant that they are the sole and lawful owner of all rights, title and interest in and to all released matters, claims and demands referred to herein. The Parties further represent and warrant that there has been no assignment or other transfer of any interest in any such matters, claims or demands that the Parties may have against one another. Plaintiffs represent that there are no liens or unsatisfied claims related to the released matters, and warrant that they will satisfy any and all unpaid and unsatisfied claims or liens for attorney's fees and/or costs, hospital or medical bills and/or liens arising from the Lawsuit.

**6. Governing Law and Venue.** This Agreement, in all respects, shall be interpreted, enforced and governed by and under the laws of the State of Arizona without regard to Arizona's choice-of-law principles. The Parties agree that all disputes among them arising out of or related to this Agreement, including claims of breach of this Agreement, shall be resolved exclusively by state or federal courts located in Maricopa County, Arizona, and the Parties waive any objection that they may have to the location of the court considering the dispute, including but not limited to objections on the grounds of subject matter jurisdiction or personal jurisdiction.

7. **Successors and Assigns.** It is expressly understood and agreed by the Parties that this Agreement and all of its terms shall be binding upon each Parties' successors and assigns, including but not limited to any entity that purchases a Party.

8. **Drafting.** The Parties agree that this Agreement shall be construed without regard to the drafter of the same and shall be construed as though each Party to this Agreement participated equally in the preparation and drafting of this Agreement. The headings in each paragraph herein are for convenience of reference only and shall be of no legal effect in the interpretation of the terms hereof.

9. **Attorneys' Fees.** In the event that any Party to this Agreement asserts a claim for breach of this Agreement or seeks to enforce its terms, the prevailing Party in any such proceeding shall be entitled to recover its costs and reasonable attorneys' fees.

10. **Execution of Additional Documents.** The Parties agree to execute such other, further, and different documents as reasonably may be required to effectuate this Agreement.

11. **Consultation with Counsel.** The Parties and each of them acknowledge that they have had the opportunity to consult with legal counsel of their choice prior to execution and delivery of this Agreement, and that they have in fact done so. The Parties acknowledge that they have been specifically advised by counsel of the consequences of the Agreement they have signed. The Parties understand and agree that they may be waiving significant legal rights by signing this Agreement and represent that they have entered into this Agreement voluntarily, after consulting with counsel, with a full understanding of and in agreement with all of its terms.

12. **Full Integration.** This Agreement constitutes a single, integrated, written contract, and constitutes the full, complete, and exclusive agreement between Wray and Stafford, on the one hand, and J. Greenburg, M. Greenburg, D. Greenburg, and SUSU, on the other hand, regarding all of the subjects covered by this Agreement. The Agreement supersedes all prior agreements between the Parties, except the Settlement Agreement and Release entered into between Stafford, M. Greenburg, and D. Greenburg, on August 23, 2023. The Parties represent and warrant that they are not relying on any promises or representations that are not expressly stated in this Agreement.

13. **Modification.** The Parties understand and agree that this Agreement can be amended or modified only by a written agreement, signed by all of the Parties hereto.

14. **Severability.** If any provision in this Agreement is found to be unenforceable, it shall not affect the enforceability of the remaining provisions and the court shall enforce the remaining provisions to the extent permitted by law.

15. **Income Tax Consequences.** None of the Released Parties have made any representations concerning, nor shall they be responsible in any manner for, the income tax consequences to Plaintiffs resulting from the execution of this Agreement, or from any payment made pursuant to this Agreement.

16. **Counterparts.** This Agreement may be executed in separate counterparts and each such counterpart shall be deemed an original with the same effect as if all Parties had signed the same document.

**17. Authority to Enter into Agreement.** Each Party represents and warrants that, as of the date of the execution of this Agreement, he or it has the right and authority to execute this Agreement, and he or it has not sold, assigned, transferred, conveyed, or otherwise disposed of any claims or demands relating to any right surrendered by virtue of this Agreement. Each Party further represents and warrants that he or it has had the opportunity to consult and has consulted legal counsel in connection with the negotiation and execution of this Agreement. Each of the Parties and his or its signatory represents that the signatory is either a Party or a business representative or assignee of, and is fully authorized to execute this Agreement on behalf of, the Party for whom he or she signs.

**18. PDF Signature.** PDF signatures on this Agreement shall be treated as original signatures.

**19. Notice.** Any notice required under or relating to this Agreement shall be provided by email and/or certified mail at the following addresses:

(a) *If to Wray and/or Stafford:* c/o Michael A. Columbo, Esq. and Jesse D. Franklin-Murdock, Esq., Dhillon Law Group Inc. 177 Post Street, Suite 700, San Francisco, CA 94108 & mcolumbo@dhillonlaw.com and jfranklin-murdock@dhillonlaw.com.

(b) *If to M. Greenburg and/or D. Greenburg:* c/o Jeffrey L. Smith, Esq. and Jarred J. McBride, Esq., Sanders & Parks PC, 3030 N. 3<sup>rd</sup> Street, Suite 1300, Phoenix, AZ 85012 & Jeffrey.Smith@sandersparks.com and Jarred.McBride@sandersparks.com.

(c) *If to J. Greenburg:* c/o Ed Hendricks, Jr., Hendricks Murphy PLLC, 1440 E. Missouri Ave., Suite C-225, Phoenix, AZ 85014 & ed@hendricksmurphy.com

(d) *If to SUSD:* c/o Georgia A. Staton, Esq., and Ravi V. Patel, Esq., Jones, Skelton & Hochuli, P.L.C., 40 N. Central Avenue, Suite 2700, Phoenix, AZ 85004 & GStaton@JSHFIRM.com and RPatel@JSHFIRM.com.

**20. Effective Date.** This Settlement Agreement shall become effective immediately following execution by all parties.

*[signature page to follow.]*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date(s) stated below.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Amanda Wray

DATED: \_\_\_\_\_

\_\_\_\_\_  
Kimberly Stafford

DATED: \_\_\_\_\_

\_\_\_\_\_  
Jann-Michael Greenburg

DATED: \_\_\_\_\_

\_\_\_\_\_  
Mark Alan Greenburg

DATED: \_\_\_\_\_

\_\_\_\_\_  
Dagmar Greenburg

DATED:

12/12/2023

*Julie Greenburg*  
Scottsdale Unified School District No. 48

By:

Its: