

RELEASE OF ALL CLAIMS AND DEMANDS

This Release and Settlement Agreement entered into this 28 day of April, 2021 by and between Cleveland Jewish Publication Company, Inc., dba Cleveland Jewish News (hereinafter “Relator”) and Diane Calta and the City of Beachwood (hereinafter “Releasees”) is to evidence the following understanding and agreements.

W I T N E S S E T H:

WHEREAS, “Relator” filed a Complaint styled *State of Ohio, ex. rel. Cleveland Jewish Publication Company, Inc., dba Cleveland Jewish News v. Diane Calta, et al.*, being in the Supreme Court of Ohio, Case No. 2020-0892, alleging that the conduct of “Releasees” constituted a failure to comply with the Ohio public records laws; and

WHEREAS, all parties hereto, desire to resolve the claims of “Relator” on the terms and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. “Releasees” shall pay the sum of Thirty-One Thousand, Four Hundred Seventy-Nine Dollars (\$31,479.00) (“Attorneys’ Fees”) to “Relator” in the form of a draft or check made payable to The Lefton Group, LLC. In exchange for such Attorneys’ Fees and the production of certain public records as already delivered and accepted in satisfaction of the public records requests in dispute, the receipt and sufficiency of such consideration being hereby acknowledged, the undersigned hereby releases and forever discharges the “Releasees,” its heirs, executors, administrators, representatives, successors, assignees or beneficiaries, and any and all persons, firms, associations, officers, subsidiaries, agents, employees, successors and assigns, including, but not limited to, insurers who are or may ever become liable to the undersigned, for any and all

claims pertaining to the public record requests to the City of Beachwood made between February and July 2020.

2. Any and all attorney fees and/or costs incurred by “Relator” or on behalf of it, will be paid solely by “Relator” out of these settlement proceeds.

3. The consideration provided herein is made for the purposes of settling a dispute, to settle and extinguish all actions, causes of action, suits, proceedings, damages, claims and rights which the undersigned had against the “Releasees” pertaining to specific public record requests to the City of Beachwood made between February and July 2020 which were the subject of this litigation.

4. The undersigned also understands and agrees that the consideration contained in this Release and Settlement Agreement is the sole and only consideration for this Release and Settlement Agreement and that no representations, promises or inducements have been made by the “Releasees” other than as appear in this instrument, except that Releasees have provided all public records that were the subject of this litigation.

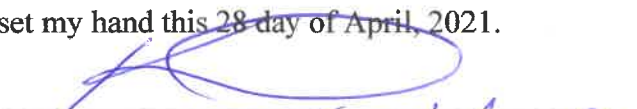
5. The undersigned also declares and acknowledges that it has been represented by counsel concerning this matter, that it has read this Release and Settlement Agreement, and that it fully understands its terms and voluntarily accepts this consideration for purposes of making a full and complete compromise, adjustment and settlement of all claims and potential damages against the “Releasees” pertaining to the subject public records requests.

IN WITNESS WHEREOF, I have hereunto set my hand this 28 day of April, 2021.



WITNESS


WITNESS



(ENTER NAME) Keri J. Anderson
President
April 28, 2021