

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made this 10th day of November, 2021, by and between Byron Tanner Cross (“Plaintiff”), and Loudoun County School Board, Scott A. Ziegler, Lucia Villa Sebastian (collectively “Defendants”). All persons above will also be referred to as “the Parties.”

A. Plaintiff filed suit in the Circuit Court of Loudoun County, Virginia Case No. CL-21-3254 (the “Lawsuit”) alleging claims under the Virginia Constitution and applicable law.

B. The Parties’ decision to enter into this Agreement represents a compromise of disputed claims in the Lawsuit and creates the framework for the parties to move forward without the disruption and cost of litigation.

C. The Parties to this Agreement wish to resolve certain claims Plaintiff has alleged against Defendants related to these events.

NOW THEREFORE, in consideration of the foregoing and the terms and conditions contained in this Agreement, the Parties agree as follows:

1. Upon execution of this Agreement, the parties agree as follows:

a. Employment Records and Permanent Injunction. The parties agree that (i) Defendants shall remove any reference to the suspension from Plaintiff’s personnel file, and (ii) they will file with the Court the Agreed Order Granting Permanent Injunction and Dismissing Certain Claims, a copy of which is attached hereto as Exhibit A.

b. Attorneys’ Fees. Within fourteen (14) days of executing this Agreement, Defendants will make payment by check to “Alliance Defending Freedom (IOLTA)” in the amount of \$20,000.00.

2. Release. In consideration of and reliance upon the foregoing, Plaintiff hereby fully releases, acquits, and forever discharges all named defendants in the Lawsuit, their agents, assigns, and employees, of and from any and all claims, liabilities, causes of action, damages, costs, attorneys’ fees, expenses, and compensation whatsoever, of whatever kind or nature, in law, equity or otherwise, whether known or unknown, vested or contingent, suspected or unsuspected, that Plaintiff may now have, has ever had, or hereafter may have (i) relating to the allegations made in the First, Second, Third, and Fourth Causes of Action of the Amended Complaint in the Lawsuit, and (ii) which arise from actions taken by all named Defendants prior to the date of this Agreement.

3. Entire Agreement. This Agreement contains the entire understanding of the Parties and supersedes all previous oral and written agreements; there are no other agreements, representations, or understandings not set forth herein. Plaintiff acknowledges that neither Defendants, nor any of their agents, representatives,

acknowledges that neither Defendants, nor any of their agents, representatives, employees, or attorneys, have made any representations to him concerning the terms or effects of this Agreement other than those contained in it. Further, this Agreement can be modified only by a written agreement signed by the Parties.

4. Savings Clause and Waiver. If any portion of this Agreement is found to be invalid or unenforceable for any reason, any court or other tribunal adjudicating the rights and duties of the parties under this Agreement shall alter, modify and/or strike portions of the Agreement so that it shall be enforceable to the fullest extent permitted by law. If any provision of this Agreement (or any portion thereof) is found invalid or unenforceable, the remainder of that provision and the remainder of this Agreement shall be valid, binding, and enforceable. The waiver of a breach of any term or provision of this Agreement shall not operate or be construed to be a waiver of any other or subsequent breach of this Agreement.

5. Non-admission. This Agreement in no way shall be construed as an admission by Defendants that they acted wrongfully toward or failed to act lawfully with regard to Plaintiff. Likewise, by entering into this Agreement, Plaintiff neither recognizes the validity of any defense Defendants may have asserted nor provides any assurance or certification that all aspects of Defendants' expressive activity regulations fully comply with the United States Constitution or other applicable law.

6. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia. Any proceedings related to or arising out of this Agreement shall only be commenced, prosecuted, or continued in a court of competent jurisdiction situated in the Commonwealth of Virginia.

7. Voluntary Execution. Plaintiff acknowledges that he has read this Agreement, understands its terms, and has entered into it voluntarily. Plaintiff acknowledges that he has been given a reasonable period of time within which to consider this Agreement and its waiver and release of claims. Plaintiff further acknowledges that he has consulted with his attorney before signing this and entering into this Agreement.

8. Counterparts/Signatures. The Parties agree that this Agreement may be executed in counterparts, all of which shall constitute one agreement. The parties further agree that copies of signatures shall be sufficient to bind the parties to this Agreement.

Plaintiff:

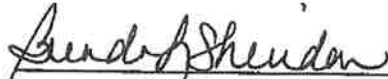
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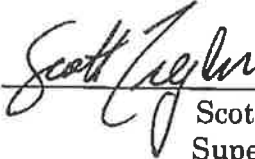
  
Byron Tanner Cross

**Defendants:**

Date: 10-29-2021

  
Loudoun County School Board Chair on  
behalf of the Loudoun County School  
Board

Date: October 29, 2021

  
Scott A. Ziegler  
Superintendent  
Loudoun County Public Schools

Date: \_\_\_\_\_

\_\_\_\_\_  
Lucia Villa Sebastian  
Interim Assistant Superintendent  
Loudoun County Public Schools

**Defendants:**

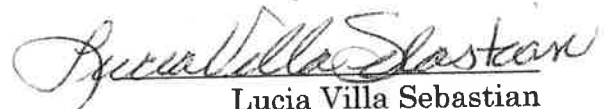
Date: \_\_\_\_\_

\_\_\_\_\_  
Loudoun County School Board Chair on  
behalf of the Loudoun County School  
Board

Date: \_\_\_\_\_

\_\_\_\_\_  
Scott A. Ziegler  
Superintendent  
Loudoun County Public Schools

Date: 10/31/2021

  
\_\_\_\_\_  
Lucia Villa Sebastian  
Interim Assistant Superintendent  
Loudoun County Public Schools