

**SETTLEMENT AGREEMENT
AND GENERAL RELEASE**

This Settlement Agreement and General Release of all claims (hereinafter, “Agreement”) is entered into this 9th day of May 2023, by and between [REDACTED] (“Jane Doe” or “Doe”), on the one part, and on the other part, the Fairfax County School Board (the “School Board”), which operates the Fairfax County Public Schools (“FCPS”). Doe and the School Board are collectively referred to as the “Parties.”

RECITALS

WHEREAS, Doe was a student in the FCPS system until her graduation from Oakton High School on June 8, 2018.

WHEREAS, Doe has alleged that while she was on a trip with the Oakton High School band on March 8, 2017, she was sexually assaulted by another Oakton student (the “Alleged Incident”).

WHEREAS, Doe filed a lawsuit captioned *Jane Doe v. Fairfax County School Board*, No. 1:18-cv-614, in the United States District Court for the Eastern District of Virginia, alleging that the School Board’s response to the incident constituted discrimination under Title IX of the Education Amendments of 1972, and seeking damages (“the Litigation”).

WHEREAS, Doe proceeded under this lawsuit as “Jane Doe.” The Court has ordered, *inter alia*, that she be identified solely as “Jane Doe” on publicly filed documents, *see, e.g.*, ECF No. 8 (May 31, 2018), and the Parties have agreed – and the Court ordered – that the obligations of the Protective Order entered in the case “shall survive termination of this action.” *See, e.g.*, ECF No. 34, Para. 11 (Oct. 29, 2018).

WHEREAS, the School Board has at all times denied the allegations in the Litigation and asserted that it complied with Title IX.

WHEREAS, the Parties seek to compromise and settle all disputes between them, including the Lawsuit, believing such settlement to be in their respective best interests in light of the expense and uncertainty of litigation, and without admission of any liability, fact, claim or defense, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for good consideration, the sufficiency of which is hereby acknowledged, the Parties intending to be bound legally and acting of their own free will, agree as follows:

1. **Recitals.** The recitals set forth above are fully incorporated into this Agreement.

2. **Payment by the School Board.** Within thirty (30) calendar days of the date that Doe signs this Agreement and upon receipt by the School Board’s counsel of all of the

following: (1) the original Agreement executed by Doe, (2) a fully executed W-9 form for Correia & Puth, PLLC, the School Board shall make payment to Correia & Puth, PLLC in the amount of Five Hundred Eighty-Seven Thousand Five Hundred Dollars (\$587,500) (the “Settlement Proceeds”), which payment shall be made without any withholdings and for which the School Board will issue a Form 1099-MISC to Correia & Puth, PLLC. Correia & Puth, PLLC shall be responsible for disbursement of funds to Doe and co-counsel providing each appropriate tax documentation related to this settlement payment, which is for attorneys’ fees and costs and alleged damages to Doe arising from her civil rights claim under Title IX..

3. Dismissal of the Litigation. Within seven (7) days of receipt of the Settlement Proceeds by her counsel, Doe will cause her counsel to file a Request for Dismissal with Prejudice of the Lawsuit.

4. Fees and Costs. Each Party shall bear its own fees and costs (including but not limited to attorneys’ fees) incurred in connection with the Litigation.

5. Use of Pseudonym Only. The School Board agrees that it will redact Doe’s true name from any copy of this Agreement (stated on pages 1 and 4) that is provided to any third party, other than its attorneys and its auditors, and that prior to providing an unredacted copy of this Agreement to any attorney or auditor, it will inform such attorneys or auditors that Doe’s true name is to be maintained as confidential, non-public information. The School Board further agrees that it will refer to Doe only by her pseudonym in any public statements about this Agreement or the Litigation.

6. General Waiver and Release of Claims and Covenant Not to Sue. Doe, on behalf of herself, her heirs, executors, administrators, personal representatives, and assigns, covenants not to sue and fully releases any and all claims or potential claims that she may have, from the beginning of time through the date of this Agreement, against the School Board and FCPS or their past, current, or future individual board members, administrators, employees, attorneys, representatives, and agents (collectively, the “Released Parties”), for any and all manner of actions and causes of action, suits, judgments, debts, claims demands, accountings, grievances, obligations, rights whatsoever, in law or in equity, including, but not limited to, physical or emotional injuries, medical expenses, loss of earnings or earning capacity, whether known or unknown, suspected or unsuspected, arising out of any act or omission related to the Alleged Incident and occurring before the date of this Agreement. Doe acknowledges that this release includes all rights, claims, and damages based on the Alleged Incident, the Litigation, and on any other aspect of Doe’s interactions with the School Board or its members, FCPS, or its employees or agents.

The Parties agree that this Agreement is meant to resolve all disputes and potential disputes between them pertaining to the above referenced recitals and shall be interpreted as a release of all claims arising out of or related to the Alleged Incident or related to any other aspect of Doe’s interactions with the School Board or its members, and FCPS or its employees or agents, whether stated or enumerated herein. Doe understands and agrees that by entering into this Agreement, she is waiving any claims that she may have against the School Board and FCPS or their past, current, or future individual board members, administrators, officers, employees,

attorneys, representatives, and agents arising out of or related to the Alleged Incident or related to any other aspect of Doe's interactions with the School Board or its members, or FCPS or its employees or agents. Doe represents and warrants that she is unaware of any claim, right, demand, debt, action, obligation, liability, or cause of action that she may have against the School Board or FCPS, or any past, current, or future individual board members, administrators, officers, employees, attorneys, representatives, and agents that do not arise out of or relate to the Alleged Incident or that has not been released by this Agreement.

7. **No Admission of Liability.** The Parties acknowledge and agree that by entering into this Agreement, the School Board does not admit any wrongdoing, fault, or liability of any kind whatsoever. This Agreement shall not be construed to render Doe a "prevailing party." Each party shall bear their own attorney's fees and costs.

8. **Construction of Agreement.** The Parties stipulate that this Agreement is a result of negotiations between the Parties. Therefore, it is agreed that in the event there are any ambiguities contained herein, this Agreement shall not be construed in favor of or against any party irrespective of which party prepared this Agreement.

9. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the Alleged Incident and the allegations made in the Litigation, and it supersedes and cancels any prior understandings and agreements (oral or written) of the Parties.

10. **Partial Invalidity.** If any provision of this Agreement is prohibited by law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, the prohibition or determination shall not affect the validity of the remaining provisions of this Agreement.

11. **Modification.** Any modification or waiver of any provision of this Agreement, or any consent to any departure from the terms of this Agreement, shall not be binding unless the same is in writing and signed by all the Parties.

12. **Governing Law.** This Agreement shall be governed and construed under the laws of the Commonwealth of Virginia without reference to Virginia's choice of law rules.

13. **Counterparts.** This Agreement may be signed in counterparts, all of which, when taken together, shall constitute the entire agreement and any of which shall be deemed to be an original. The Parties agree and acknowledge that facsimile or PDF copies of their respective signatures shall be treated as originals.

14. **Acknowledgement and Authority.** Doe acknowledges that she is entering knowingly into this Agreement with full knowledge of any information regarding its provisions, with full understanding of all such provisions and terms, with the advice of legal counsel, and without reliance on any representations, terms, interpretations, warranties, statements or actions of any persons. The School Board acknowledges that its representative signing below has authority to enter into this Agreement on the School Board's behalf. Accordingly, the Parties expressly represent that they have read the foregoing Agreement, understand its contents, accept

and agree to its provisions, and hereby execute it voluntarily and knowingly and with full understanding of its consequences.

15. Capacity. Doe and her attorneys represent and warrant that Doe has the legal capacity to manage her own affairs and that she is not under a legal disability that would prevent her from understanding and executing this Agreement. Doe and her attorneys acknowledge and agree that the representations and warranties in this paragraph 15 are a material inducement for the School Board to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth below.

[Redacted]

[Redacted]

Date: 05/10, 2023

FAIRFAX COUNTY SCHOOL BOARD

By: *Rachna Sizemore Heizer*

Name: Rachna Sizemore Heizer

Title: Chair, Fairfax County School Board

Date: May 10, 2023