

SETTLEMENT AGREEMENT AND GENERAL RELEASE OF CLAIMS

This Agreement is entered into by and between Murray State University ("University"), WPSD-TV, LLC ("WPSD"), as these and certain additional terms are defined below, with reference to the following facts:

- A. **WHEREAS**, WPSD requested records from the University under Kentucky's Open Records Act between October 2022 and the present;
- B. **WHEREAS**, WPSD appealed the University's responses to its Open Records requests to the Attorney General of Kentucky and, subsequently, to Calloway Circuit Court;
- C. **WHEREAS**, the Circuit Court granted summary judgment to WPSD and invited WPSD to submit a motion for attorney's fees and statutory penalties pursuant to KRS 61.882(5);
- D. **WHEREAS**, the University has opposed WPSD's motion for fees and penalties under the Open Records Act;
- E. **WHEREAS**, the Parties desire to resolve all claims and issues between them in the Civil Action; and
- F. **WHEREAS**, the Parties are willing to provide each other with certain considerations described below, which they are not ordinarily required to, provided that each releases the other from any claims that it has made or could make arising out of WPSD's Open Records requests and agrees to comply with the other promises and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein, the adequacy of which is hereby acknowledged, the Parties agree and intend as follows:

1. **Recitals**: The Parties acknowledge that the "WHEREAS" clauses preceding this Paragraph are true, correct, and material parts of this Agreement.
2. **Definitions**: As used in this Agreement, certain terms are defined as follows:
 - This "Agreement" means this Settlement Agreement and General Release of Claims.
 - The "Civil Action" means the lawsuit styled as *WPSD-TV, LLC v. Murray State University*, assigned Case No. 23-CI-00052 in Calloway Circuit Court.
 - The "Open Records Requests" means the requests submitted by WPSD to the University on 10/20/22 and 11/16/22.

- The "Parties" means the University and WPSD, together.
- The "University" means Murray State University, a public university located in Murray, Kentucky, and its present and former regents, officers, employees, and agents.
- "WPSD" means WPSD-TV, LLC, and its respective administrators, representatives, executors, parent companies, affiliates, subsidiaries, successors, and assigns.

3. **Settlement Payment:** The University shall cause payment of the total sum of Forty Two Thousand Five Hundred Dollars and Zero Cents (\$42,500.00) to WPSD. Payment shall be made in full within 30 days of the University's receipt from WPSD of an executed copy of this Agreement, an executed Internal Revenue Service W-9 Form, and any other necessary tax documents.

4. **Advertising Agreement:** The University and WPSD have executed an advertising agreement prepared by WPSD (the "Advertising Agreement"), which memorializes the University's commitment to spend Forty Five Thousand Dollars (\$45,000) per year in advertising with WPSD during the calendar years 2024 and 2025. The University agrees that it will not withdraw its spending from other Paxton Media publications in order to facilitate the Advertising Agreement.

5. **Release of Claims:** In exchange for, and in consideration of, the promises and obligations set forth in this Agreement, WPSD hereby fully releases the University from all claims that were asserted or that could have been asserted in the Civil Action.

6. **Dismissal of the Civil Action:** This Agreement constitutes a full and final settlement of the Civil Action and the Open Records Requests. Upon their execution of this Agreement and the Advertising Agreement, the Parties shall execute and file the Joint Motion to Dismiss enclosed as Exhibit A to this Agreement, as well as any other documents necessary to effectuate the dismissal of the Civil Action with prejudice. No party will seek additional payment from the other for any costs, including attorneys' fees, other than the payments discussed in Paragraphs 3 and 4 above.

7. **No Admission of Liability:** The University disputes any liability, wrongdoing, or unlawful conduct of any kind.

8. **Binding Nature of Agreement:** This Agreement shall be binding upon each of the Parties and upon their respective heirs, administrators, representatives, executors, successors and assigns, and shall inure to the benefit of each party and to their respective heirs, administrators, representatives, executors, successors, and assigns.

9. **Construction:** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either Party. This Agreement has been negotiated by and between attorneys for the Parties and shall not be construed against any drafter of this Agreement.

10. **Severability:** The Parties jointly acknowledge that all provisions of this Agreement are reasonable and enforceable. If a court of competent jurisdiction declares any provision of this Agreement to be illegal, invalid or unenforceable, the validity of the remaining parts, terms or provisions will not be affected thereby, and any illegal, invalid or unenforceable part, term or provision shall be deemed not a part of this Agreement. The Parties further acknowledge that such court may impose any lesser restrictions it finds appropriate to protect the interests of the Parties.

11. **Modification and Waiver:** This Agreement may not be amended, revoked, changed or modified in any way, except in writing executed by both Parties. No waiver of any provision of this Agreement will be valid unless it is in writing and signed by the Party against whom such waiver is charged. The failure of either Party to enforce or exercise any right, condition, term or provision of this Agreement shall not be construed as or deemed a relinquishment or waiver thereof, and the same shall continue in full force and effect.

12. **Governing Law and Venue:** This Agreement shall be governed and conformed in accordance with the laws of the Commonwealth of Kentucky. The venue for any proceeding regarding this Agreement shall be in Calloway County, Kentucky.

13. **Authority:** Each individual executing this Agreement as the representative or agent of a Party represents and warrants that this Agreement, as well as his or her execution of this Agreement, has been fully authorized by such Party.

14. **Counterparts:** This Agreement may be executed in counterparts, and each such counterpart shall be deemed an original for all purposes. All such counterparts together will constitute but one and the same instrument.

ACCEPTED AND AGREED:

By:

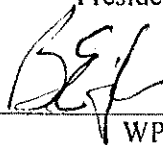


Murray State University
President Robert Jackson

4-10-24

Date

By:

 VP/GM.
WPSD-TV, LLC

4.12.2024

Date

EXHIBIT A

NO. 23-CI-0052

CALLOWAY CIRCUIT COURT
DIVISION 1
SPECIAL JUDGE ADKINS

WPSD-TV, LLC

Plaintiff

v.

STIPULATION OF DISMISSAL

MURRAY STATE UNIVERSITY

Defendant

Plaintiff WPSD-TV, LLC and Defendant Murray State University (collectively the "Parties"), by counsel, and pursuant to Ky. CR 41.01(1), hereby stipulate to the dismissal of the above-captioned lawsuit with prejudice. The Parties have reached an agreement to resolve their disputes.

Respectfully submitted.

/s/

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