

## Settlement Agreement and Release

**NOW COMES** the Human Rights Defense Center (“HRDC”) and enters this Settlement Agreement and Release (“Agreement”) with Centurion of Vermont, LLC (“Centurion”) (collectively “Parties”) as set forth below:

**WHEREAS**, Plaintiff filed a lawsuit in the Washington Superior Court, Civil Division on or about December 15, 2021, captioned *Human Rights Defense Center, Plaintiff, vs. Centurion of Vermont, Defendant*, which was assigned docket number 21-cv-03976 [hereinafter “The Lawsuit”] in which HRDC alleged that Centurion failed to provide it copies of documents that the HRDC requested; and

**WHEREAS**, the Court entered judgment in Plaintiff’s favor pursuant to Vt. R. Civ. P. 54 and 58 on August 13, 2024, and ordered the parties to meet and confer regarding payment of attorney fees and costs; and

**WHEREAS**, Plaintiff filed a petition seeking an award of attorney fees and costs under the Vermont Public Records Act; and

**WHEREAS**, the Parties desire to enter into a settlement and compromise of Plaintiff’s claim for attorney fees and costs in The Lawsuit; and

**WHEREAS**, this Agreement is entered into for the mutual convenience of the Parties in recognition of the costs, risks and uncertain results associated with litigation or further appellate review of Plaintiff’s pending petition for attorney fees and costs; and

**WHEREAS**, HRDC affirms that this Agreement is supported by good and binding consideration as set forth herein:

**NOW THEREFORE**, HRDC agrees as follows:

1. Concurrent with the execution of this Agreement, HRDC will execute a Release, which is attached and fully incorporated herein.
2. Centurion shall provide HRDC with a payment in the gross amount of \$61,750.00 (sixty-one thousand seven hundred and fifty dollars) made payable to the Human Rights Defense Center—hereafter, the “Settlement Payment”—in complete and total compensation for any and all attorneys’ fees and expenses owed under the Vermont Public Records Act and in this Lawsuit, with payment to be made within 30 days of the execution of this settlement agreement and HRDC’s Release.
3. Centurion shall produce copies of the documents the Court reviewed *in camera* during the pendency of this matter. Centurion, as a result of this Lawsuit and in accordance with the negotiated terms included in the documents being produced, confirmed the other parties in those actions agreed to waive the negotiated for confidentiality provisions.

4. Within ten (10) days after HRDC's receipt of the payment of the attorneys' fees and costs described in paragraph 2 and the production of documents described in paragraph 3, HRDC will dismiss The Lawsuit with prejudice.

5. This Agreement, as a whole, sets forth all the terms of the Parties' understanding and there are no other promises or obligations other than what is specifically stated herein. All prior agreements, representations, statements and understandings regarding this matter shall have no effect.

6. HRDC acknowledges and agrees that it is not entitled to, nor shall it receive, any other form of benefit, compensation, or relief other than that which is expressly stated herein.

7. This Agreement resolves all legal issues and disputes in this Lawsuit.

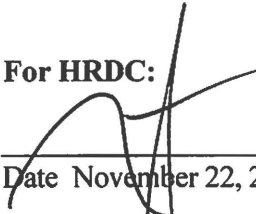
8. This Agreement resolves this Lawsuit only. It is not admissible evidence, and shall not be introduced or referenced in, any other litigation by any of the parties hereto.

9. The HRDC certifies it understands all the terms contained in this Agreement, that its decision to sign this Agreement is voluntary, and that it has been made knowingly, without coercion or undue influence, and agrees to the terms after having had the opportunity to consult with its representative and/or legal counsel and having had the terms explained to it by its representative and/or legal counsel to the extent necessary.

10. This Agreement may not be amended or modified except by written instrument executed by all of the Parties.

11. This Agreement is fully enforceable with signature provided by facsimile transmission, or transmission by electronic mail.

**Signatures**

**For HRDC:**  Paul Wright Human Rights Defense Center  
Date November 22, 2024

**For Centurion of Vermont LLC**  
Deana Johnson

Date:

**RELEASE**

THE HUMAN RIGHTS DEFENSE CENTER (“Releasor”) for and in consideration of the documents produced and that payment of \$61,750.00 (Sixty-One Thousand Seven Hundred Fifty Dollars and Zero Cents), lawful money of the United States, paid by CENTURION OF VERMONT, LLC (“Centurion” or “Releasee” and, collectively “the Parties”) for Releasor’s attorney fees and expenses, the receipt and sufficiency of which is hereby acknowledged, and in consideration of agreement by Releasee to comply with the terms of the Agreement executed by the Parties, does hereby remise, release and forever discharge, and by these presents do for itself, executors, administrators, successors and assigns remise, release and forever discharge Releasee and its current and former employees, officers, directors, agents, contractors, adjusters, attorneys, representatives, members, heirs, executors, administrators, parent companies, co-subsidiaries, subsidiary companies, affiliated companies, successors, insurers and assigns, and each and every entity named in The Lawsuit described in this paragraph, of and from any remaining demands for payment or records in the lawsuit in the Washington Superior Court, Civil Division *Human Rights Defense Center, Plaintiff, vs. Centurion of Vermont, Defendant*, which was assigned docket number 21-cv-03976 [hereinafter “The Lawsuit”].

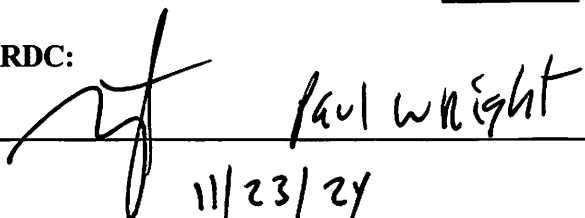
Releasor agrees that there are no collateral or outside agreements of any kind between the Parties, other than the Settlement Agreement referenced herein and executed contemporaneously herewith. It is also understood and agreed that this settlement is the compromise, accord, and satisfaction of disputed claims, and that this Release and any consideration therefore is not to be construed as an admission of liability on the part of the parties released, by whom liability is expressly denied. It is further agreed and understood that this compromise settlement is made to terminate further controversy with respect to all claims that Releasor has asserted or might assert in the future.

Releasor acknowledges that it has had ample time to consult with its attorney(s) and others prior to signing this release, is competent to sign this release, and does so voluntarily and without duress.

Releasor affirms that it has the power under the Laws of the State of Vermont to enter into this Agreement.

**Signatures**

For HRDC:

 Paul Wright  
\_\_\_\_\_  
Date 11/23/21 Human Rights Defense Center