

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Agreement”) is made this 18th day of December, by and between White Coat Waste Project (“WCW” or “Plaintiff”); the Maryland Department of Transportation (“MDOT”) and Maryland Transit Administration (“MTA”) (collectively, the “State Defendants”); and Transit Management of Central Maryland, Inc. to include d/b/a the Regional Transportation Agency of Central Maryland (collectively, “Transit Management”) (hereinafter “Releasees”).

WHEREAS, Plaintiff wishes to run the advertisement attached hereto as Exhibit A (the “Advertisement”) on MARC trains administered by MTA and on Regional Transportation Agency of Central Maryland (“RTA”) buses administered by Transit Management; and

WHEREAS, Plaintiff filed a civil action styled *White Coat Waste Project v. Maryland Dep’t of Transp. et al.*, No. 18-cv-3035 (the “Lawsuit”) against the State Defendants (including the MTA, which is referred to as the “Maryland Transportation Administration” in the Lawsuit), RTA, and the Central Maryland Transportation and Mobility Commission (the “Commission”) (collectively, the “Defendants”) in the United States District Court for the District of Maryland alleging that Defendants violated WCW’s First Amendment rights by denying its request to run the Advertisement on their respective transit lines; and

WHEREAS, the Parties agree that under the facts alleged in the Lawsuit, it is proper for settlement purposes to substitute Releasee Transit Management for named defendants RTA and Central Maryland Transportation and Mobility Commission; and

WHEREAS, Transit Management represents and warrants that it has authority to enter this Agreement with respect to all claims in the Lawsuit alleged against named defendants RTA and the Commission; and

WHEREAS, Plaintiff and Releasees have reached a settlement of their disputes and differences with respect to the claims contained in the Lawsuit, without any admission of liability by any party, to avoid additional time, cost, consequences and risks of litigation.

NOW, THEREFORE, for value received and in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. **Incorporation of Recitals:** The recitals to this Agreement are incorporated by reference herein.

2. **Settlement Payment:** Within 15 days of the execution of this Agreement by all parties, MTA and Transit Management will each pay Plaintiff \$3,000 in attorneys’ fees

and costs (the “Settlement Payment”) (collectively, the “Combined Settlement Payment”), by way of a check made payable to the Law Office of Matthew Strugar, Lawyer Trust Account and delivered to Plaintiff’s counsel, Law Office of Matthew Strugar, 3435 Wilshire Blvd, Los Angeles, CA 90010.

3. **Approval of the Advertisement:** Within 15 days of the execution of this Agreement by all parties, MTA will approve the Advertisement for display on MARC trains and Transit Management will approve the Advertisement for display on RTA buses, and each Releasee will promptly provide notice of such approval to Plaintiff. Such approval will be subject to WCW following all otherwise applicable non-content-based policies and paying any applicable fees. The Advertisement will run in the ordinary course and on terms no more or less favorable than those given to other advertisers.

4. **Dismissal with Prejudice:** Within five business days of Plaintiff’s counsel’s receipt of the Combined Settlement Payment, Plaintiff agrees to dismiss the Lawsuit, with prejudice, with respect to the Defendants, by filing a Notice of Dismissal in the United States District Court for the District of Maryland, paying any court costs associated with such dismissal, and taking any other actions necessary to effectual dismissal of the Lawsuit with prejudice.

5. **Release of Releasees:** In consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Plaintiff does hereby release and forever discharge, and by these presents, does for its predecessors and successors, executors, assigns, agents, servants, employees past and present, release and forever discharge Releasees, including, without limitation, all of their insurers, reinsurers, predecessors, successors, members, partners, associates, related legal entities, officers, directors, shareholders, parents, affiliates, agents, servants, employees, attorneys and assigns, past and present, including those of their affiliates and parent companies, for any and all claims, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, negligence, agreements, premises, variances, trespasses, damages, judgments, extents, executions and demands, whatsoever in law or in equity, which Plaintiff has or may have against Releasees, their predecessors and successors, administrators, employees, agents and/or assigns, whether known or unknown from the beginning of time to the date of this Agreement, including, but not limited to, any and all claims asserted, or which could have been asserted, in the Lawsuit.

6. **Denial of Liability:** Releasees, by reason of agreeing to this compromise, deny liability of any sort and have made no agreement or promise to do or omit to do any act or thing not herein set forth, and further state that this Agreement is made as a compromise to avoid the expense of litigation and to terminate all controversies and/or

claims for injuries or damages of whatsoever nature, known or unknown, including further development thereof, in any way growing out of or in connection with the Lawsuit.

7. **Acknowledgment:** Plaintiff acknowledges that no representation of fact or opinion has been made by Releasees to induce this compromise with respect to the extent or nature of any injuries or damages or as to the likelihood of future complications, or recovery therefrom, and that the consideration set forth herein is solely by way of compromise of the disputed claim, and to foreclose all possibility of any future claim based upon acts, errors or omissions which occurred prior to the date of these presents, whether known or unknown, and that in determining said consideration, there has been taken into consideration the fact that unexpected consequences may result, known or unknown, and it is therefore, specifically agreed that this Agreement shall be a complete bar to all claims or suits for injuries or damages of whatsoever nature relating to, resulting, or to result, from the Lawsuit.

8. **Covenant Not to Sue:** Plaintiff hereby covenants and agrees not to sue any person, firm, entity, corporation or association for any claims, demands, damages, actions, causes of action or suit at law or in equity, of whatever kind or nature, whether known or unknown, suspected or unsuspected, existing now or to arise in the future, arising out of or relating to, in any way, the claims alleged, or which could have been alleged, in the Lawsuit.

9. **Indemnification:** Plaintiff covenants and agrees for itself, its successors, administrators and assigns, to indemnify, defend and hold harmless Releasees if Releasees are found to be liable to any person or entity as a result of any suit initiated by or through Plaintiff, or on its behalf, demanding the same or similar damages claimed by Plaintiff against Releasees in the Lawsuit, and to pay on behalf of Releasees all reasonable attorneys' fees, court costs, or other reasonable costs of litigation which Releasees may incur in any case, cross-claim, counterclaim or third party claim filed as a consequence of Plaintiff filing suit against any person or entity not released herein demanding the same or similar damages claimed against Releasees in the Lawsuit.

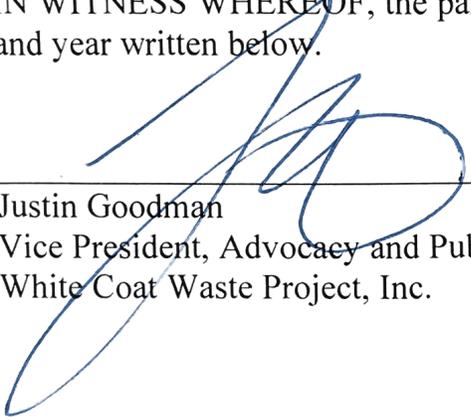
10. Miscellaneous:

A. Entire Agreement: This Agreement constitutes the complete, final and entire understanding of the parties hereto, and they shall not be bound by any terms, conditions, covenants or representations not expressly herein contained.

B. Modification: This Agreement may not be modified or changed orally, but only by an agreement in writing signed by all parties to this Agreement.

- C. Consultation with Counsel: The parties represent that prior to signing this Agreement, each has read it, understood its terms and conditions, consulted with counsel, and voluntarily signed it.
- D. Choice of Law: This Agreement shall be governed by, and interpreted according to, the laws of the State of Maryland without regard to conflict of laws principles.
- E. Construction: This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing the Agreement to be drafted.
- F. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. The parties further agree that signatures sent by facsimile transmission or e-mail shall be as binding as original signatures, and that a true and correct photocopy of this Agreement, as executed by all parties hereto, may be used in lieu of the original for all purposes.
- G. Right to Settle Claims: Plaintiff represents and warrants that no other person or entity has, or had, any interest in the claims, demands, obligations, or causes of action which were or could have been asserted in the Lawsuit; that Plaintiff has the right and exclusive authority to execute this Agreement; and that Plaintiff has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action which were, or could have been, asserted in the Lawsuit.
- H. Failure of Releasee to Perform Obligations: The failure of any Releasee to perform its obligations under this Agreement will not affect the validity or enforceability of this Agreement with respect to Plaintiff and any other Releasee, or the validity of the releases made herein with respect to any other Releasee.
- I. Severability: It is further understood and agreed that should any portion of this Agreement be held invalid by operation of law or by a court with proper jurisdiction, the remaining portion shall be given full force and effect and shall not in any way be affected thereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year written below.



Justin Goodman
Vice President, Advocacy and Public Policy
White Coat Waste Project, Inc.

12/7/18

Date

Kevin B. Quinn, Jr.
Administrator
Maryland Transit Administration
On behalf of the Maryland
Transit Administration and Maryland
Department of Transportation

Date

Michael L. Petrucci
Secretary
Transit Management of Central Maryland, Inc.

Date

APPROVED AS TO FORM AND LEGALITY:

Assistant Attorney General
Attorney for State Defendants

Date

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Assistant Attorney General
Attorney for State Defendants

Date

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year written below.

Justin Goodman
Vice President, Advocacy and Public Policy
White Coat Waste Project, Inc.

Date



12/17/18
Date

Kevin B. Quinn, Jr.
Administrator
Maryland Transit Administration
On behalf of the Maryland
Transit Administration and Maryland
Department of Transportation

Michael L. Petrucci
Secretary
Transit Management of Central Maryland, Inc.

Date

APPROVED AS TO FORM AND LEGALITY:



Assistant Attorney General
Attorney for State Defendants

12/18/2018
Date

EXHIBIT A

**"Killed and incinerated
before they're 3 months old."**

—CBN News

KITTEN

SLAUGHTERHOUSE?

**Your USDA tax dollars
at work in Beltsville, MD.**

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**WHITE COAT
WASTE
PROJECT**