

# EXHIBIT A

## SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (“Agreement”), effective as of February 6, 2024 (the “Effective Date”), is entered into by and between Plaintiff Courthouse News Service (“CNS”), and Defendants Joan Gilmer, in her official capacity as Clerk of the Circuit Court of St. Louis County, and Kathy Lloyd, in her official capacity as State Courts Administrator for the Missouri Office of State Courts Administrator (“Defendants”). CNS and Defendants are referred to herein collectively as the “Parties,” and each of them as a “Party.”

### RECITALS

1. On March 5, 2021, CNS filed a lawsuit against Defendants entitled *Courthouse News Service v. Gilmer, et al.*, Case No. 4:21-cv-00286-HEA, United States District Court for the Eastern District of Missouri (the “Action”).
2. On September 21, 2022, the Eighth Circuit Court of Appeals issued its opinion in an interlocutory appeal in this Action. The Action was then remanded for further proceedings to the District Court.
3. In July 2023, Defendants informed Plaintiff of contemplated changes to the Missouri e-Filing System that, once fully implemented, will likely result in the elimination of the restriction on access to new e-filed civil petitions and resulting access delays alleged in Plaintiff’s Complaint. Dkt. 1.
4. The Parties acknowledge and agree that under the current configuration of the Missouri e-Filing System, new e-filed civil petitions are not electronically available on Missouri Case.net to the press or public automatically upon their submission to the Missouri Circuit Courts until after manual review and acceptance by local clerk staff. However, on or about May 5, 2023, the Missouri Court Automation Committee approved a Motion to Automate the Clerk Acceptance Queue, pursuant to which the clerk acceptance process for e-filing documents will be eliminated and replaced with an automated process that will not require review and acceptance by local clerk staff of new e-filed civil petitions, which will result in public access to new non-confidential e-filed civil petitions upon receipt. A true and correct copy of the Motion to Automate the Clerk Acceptance Queue is attached as Exhibit 1. The automation of the clerk acceptance queue is referred to as “Automatic Case Creation” or “Auto-Create Case.”
5. On August 28, 2023, the Parties completed an initial mediation session with mediator David Hamilton of JAMS. The Parties thereafter continued their efforts to resolve the case, including additional mediation sessions and communications with Mr. Hamilton.

6. On December 27, 2023, working through Mr. Hamilton, the Parties reached an agreement on the material terms of a settlement. The terms are reflected in Settlement Term Sheet attached as Exhibit 2.

7. The Parties agree that it is in their mutual best interests to fully and finally resolve all disputes between them, including but not limited to the disputes and claims for relief alleged in the Action, pursuant to the terms of the Settlement Term Sheet and this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the acts, promises, agreements, and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**A. Incorporation of Recitals.**

All of the recitals listed above are incorporated as material terms of this Agreement.

**B. Settlement Term Sheet and Payment**

1. The Parties agree that the Settlement Term Sheet (Exhibit 2) contains the material terms of their settlement, which are hereby made part of this Agreement. The Parties also agree that this Agreement further includes material terms of their settlement.

2. The Parties agree that the monetary amount reflected at Section 1.a of the Settlement Term Sheet shall be payable as a structured settlement as follows:

- a. Payment 1: A first payment of \$100,000 shall be delivered to CNS within the first six months of 2024, and in any event no later than June 30, 2024;
- b. Payment 2: A second payment of \$100,000 shall be delivered to CNS shortly after the State of Missouri's new fiscal year begins on July 1, 2024, and in any event no later than September 1, 2024.

**C. Notice of Settlement and Dismissal of Action**

1. Upon execution of this Agreement, the Parties shall work together to develop a joint notice of settlement or motion for the purpose of notifying the Court of the settlement and requesting that the Court vacate all current case dates and deadlines, including but not limited to the current trial date and all related deadlines. The joint

filing shall further inform the Court that the Parties agree the Action should remain open and pending until the St. Louis County Pilot Program is complete and Auto Create Case - Civil functionality is operating as contemplated and required by Settlement Term Sheet and this Agreement. CNS shall file the joint notice with the Court.

2. The Parties acknowledge and agree that dismissal of the Action is and shall be governed by Section 1.f.c of the Settlement Term Sheet, and that dismissal of the Action shall not be required unless or until the conditions of that Section are satisfied.

3. The Parties agree to cooperate in the preparation and filing of any documents the Court may request or require in connection with the Parties' request to vacate case deadlines and keep the case open pending satisfaction of the conditions set forth in Section 1.f.c. of the Settlement Term Sheet, including but not limited to the submission of any additional information or status reports.

#### **D. Changes or Improvements to Access Systems**

Defendants reserve the right to change, update, or improve the technologies, methods, and procedures for complying with its obligations under the Settlement Term Sheet or this Agreement, including but not limited to use of third-party vendors, so long as Defendants continue to provide contemporaneous access upon receipt to new non-confidential e-filed civil petitions as contemplated and intended by the Settlement Term Sheet and this Agreement, ("Improvements"). Nothing in the Settlement Term Sheet or this Agreement shall limit Defendants' right to determine in their discretion how best to make and implement any Improvements, so long as the Improvements continue to result in access upon receipt to new non-confidential e-filed civil petitions.

#### **E. Release Provisions.**

1. Except for the obligations undertaken and agreed to by Defendants in this Agreement, and effective upon the completion and satisfaction of the conditions set forth in Section 1.f.c of the Settlement Term Sheet, CNS, on its own behalf, fully and completely releases, covenants not to sue, and forever discharges Defendants, and each of their respective divisions, branches, executives, officers, judicial officers, attorneys, employees, representatives, agents, assigns, executors, administrators, predecessors, and successors, past and present (collectively with Defendants the "Releasees"), both individually and collectively, of and from any and all claims, rights, demands, liabilities, actions and causes of action, whether in law or in equity, suits, damages, punitive damages, penalties, losses, attorneys' fees, costs, debts, obligations, expenses, and compensation, of whatever nature (whether direct or indirect, derivative, or by way of indemnity, contribution, or subrogation, or of any other nature), known or unknown, fixed or contingent, suspected or unsuspected, asserted or unasserted (collectively, "Claims") that CNS now has against any of the Releasees that arise out of: (a) the allegations and Claims asserted in the Action; (b) any alleged failure to provide timely,

contemporaneous access to non-confidential e-filed civil petitions prior to the dates upon which Defendants give written confirmation that the Auto Create Case - Civil is operational, as provided in Settlement Term Sheet; and (c) any acts or omissions by any of the Releasees occurring prior to the Effective Date of this Agreement or prior to the effective date of this Section.

2. The Parties understand and acknowledge that the facts and law upon which the foregoing releases are given may hereafter turn out to be other than or different from the facts and law now known or believed to be true, hereby accept and assume the risk of the facts and law turning out to be different, and agree that this Agreement shall be in all respects effective and not subject to termination or rescission by virtue of any such difference in fact or law.

**F. Capacity of the Parties.**

The Parties individually represent and warrant that each has the power, capacity, and authority to enter into this Agreement, and that no Claim released by this Agreement has been or will be assigned to any third parties who are not signatories to this Agreement.

**G. General Provisions.**

1. The Parties represent that they have read this Agreement, and that they fully understand all of its terms. The Parties have conferred with their attorneys or have knowingly and voluntarily chosen not to confer with their attorneys about this Agreement. The Parties execute this Agreement without coercion or duress of any kind, fully understand any rights they have or may have, and sign this Agreement with full knowledge of any such rights.

2. To the fullest extent permitted by law, this Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to its conflict of law principles or provisions.

3. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. PDF and facsimile signatures will have the same effect as original signatures.

4. The headings contained in this Agreement are for the convenience of the Parties only and shall be given no substantive or interpretative effect whatsoever.

5. As it relates to the effectuation of this Agreement, each Party shall cooperate in good faith to deliver such further information or documents the Court may request or require in order to effectuate the Parties' intent, including but not limited to

the Parties' intended dismissal of the Action pursuant to the schedule set forth above.

6. Nothing in this Agreement shall be construed as an admission of wrongdoing on the part of Defendants and the Releasees, or an acknowledgement of liability for any of the claims in the Action. The Agreement reflects the compromise of the disputed claims between the Parties.

7. The Parties agree that if any Party desires any modification to the terms of this Agreement or Term Sheet, that the Parties will engage in good faith to discuss any such modification. The Parties agree that no Party is bound to agree to any such modification following a good faith discussion and deliberation over any suggested modification.

8. If any Party has concerns or questions about its or any Party's obligations or compliance with this Agreement or the Term Sheet, all Parties agree to engage in good faith conversations to resolve any such questions or concerns without necessitating Court involvement.

*(Signature block begins on next page)*

THE PARTIES EXECUTING THIS AGREEMENT BELOW INDIVIDUALLY ACKNOWLEDGE THAT EACH: UNDERSTANDS, ACCEPTS, AND AGREES TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND EXECUTES THIS AGREEMENT VOLUNTARILY, WITH FULL UNDERSTANDING OF ITS CONSEQUENCES, AND WITHOUT DURESS OF ANY KIND. CNS FURTHER ACKNOWLEDGES AND UNDERSTANDS THAT THIS AGREEMENT CONTAINS A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS ACCRUING AS OF THE EFFECTIVE DATE.

Dated: February 6, 2024

By: William Girdner  
William Girdner  
Publisher, Courthouse News Service

Dated: February 7, 2024

By: Jean Gilmer  
Jean Gilmer  
in her official capacity as Clerk of the Circuit Court of St. Louis County, Missouri

Dated: February 7, 2024

By: Kathy S. Lloyd  
Kathy Lloyd  
in her official capacity as State Courts Administrator for the Missouri Office of State Courts Administrator

Approved as to form:

Dated: February 6, 2024

BRYAN CAVE LEIGHTON PAISNER LLP  
By: Jonathan G. Fetterly  
Jonathan G. Fetterly  
Attorneys for Courthouse News Service

Dated: February 8, 2024

MISSOURI OFFICE OF THE ATTORNEY GENERAL  
By: Jason Lewis  
Jason Lewis  
Assistant Attorney General  
Attorneys for Defendants

# EXHIBIT 1

Settlement and Release Agreement



### **Motion to Automate the Clerk Acceptance Queue**

The clerk acceptance process (i.e., SMC Case Import) for eFiling documents will be eliminated and replaced with an automated process. The system will be programmed and configured to automatically file in Show-Me Courts all submissions upon receipt. Elimination of the clerk acceptance process will also eliminate the following functionality in the eFiling system or in Show-Me Courts:

- The eFiling system will not have the capability to recall filings
- Court staff will not be able to return a filing to the filer
- Court staff will not be able to place a filing on hold

Prior to the eFiling submission being filed in Show-Me Courts, the eFiling system (which includes automated interfaces) will validate all required data elements needed to process the filing. In the event required information is not included, the system will advise the filer to provide the required information for the submission to be filed into Show-Me Courts. At a minimum, the automated process will perform the following as appropriate:

- Create a case as filed and establish the case security as defined by State Judicial Records Committee and be assigned a case number
- Subsequent filings will be filed on the case according to the case selected and document type chosen by the filer. The associated document(s) will be assigned the document security level as defined by the State Judicial Records Committee
- The system will log all automated processing to be viewable by court staff and will allow additional court processing

The Case Management Oversight Team (CMOT) shall prioritize this development effort into their schedule as a high priority, beginning with civil case initiation. All other filing types can be scheduled for development and prioritized as CMOT determines appropriate.

This functionality shall be utilized by all court locations and will be deployed statewide as determined by the Implementation Planning Task Team (IPTT).

The Supreme Court and MCA shall be kept advised as progress on this effort is made.

# EXHIBIT 2

Settlement and Release Agreement

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

COURTHOUSE NEWS SERVICE, )  
)  
Plaintiff, )  
)  
v. )  
)  
JOAN M. GILMER, et al. )  
)  
Defendant. )

Case No. 4:21-CV-00286-HEA

SETTLEMENT TERM SHEET

1. The terms and conditions, which are not subject to further negotiation, to be included in a document setting forth all settlement terms, are as follows:

- a. The parties agree that Defendants, without admitting liability or conceding that Plaintiff Courthouse News Service (“CNS”) is the prevailing party, will pay CNS \$200,000 in satisfaction of CNS’s claim for attorneys’ fees.
- b. The Office of State Courts Administrator (OSCA) will proceed with development of automatic case create functionality in the Missouri Court Automation System to eliminate the clerk acceptance process for new electronically filed circuit civil petitions (“Auto Create Case - Civil”), as set forth in the attached Exhibit 1. The system will be programmed and configured to automatically file new cases upon receipt. The automated process will create a case as filed and establish the case security as defined by State Judicial Records Committee and be assigned a case number. New non-confidential civil petitions filed with the circuit courts and automatically accepted through Auto Create Case - Civil shall be made available to the press and public through Missouri Case.net upon receipt by the system, including remotely through the Remote Access to Public Documents project.
  - a. Upon the completion of the Remote Access to Public Documents project and recent changes to Missouri Supreme Court Operating Rule 4.07 and 1.11, OSCA shall prioritize its development effort for Auto Create Case - Civil into its schedule as a high priority, beginning with civil case initiation for the following case types:
    - i. CA CC Breach of Contract
    - ii. CB CC Promissory Note
    - iii. CC CC Specific Performance
    - iv. CD CC Suit on Account
    - v. CE CC Contract-Other

- vi. EA CC Declaratory Judgment
- vii. EB CC Habeas Corpus
- viii. EC CC Injunction
- ix. ED CC Other Extraordinary Remedy
- x. EG CC Temporary Restraining Order
- xi. IA CC Chpter 536 State Agcy Rvw
- xii. IF CC Other Administrative Review
- xiii. TC CC Pers Injury-Malpractice
- xiv. TE CC Pers Injury-Vehicular
- xv. TF CC Pers Injury-Other
- xvi. TG CC Property Damage
- xvii. TH CC Wrongful Death
- xviii. TI CC Other Tort
- xix. TJ CC Employmnt Discrmntn 213.111
- xx. X1 CC Other Miscellaneous Actions

- c. All other filing types can be scheduled for development and prioritized as the Missouri Case Management Oversight Team (CMOT) determines appropriate.
- d. Following the development of Auto Create Case - Civil, OSCA will pilot the system changes in the 21st Judicial Circuit (St. Louis County) commencing with the case types identified above. Other judicial circuits may also be included in the pilot program ("PP").
- e. OSCA will begin this development process in January 2024 and complete it by the end of Quarter 1, 2025. The pilot program in the 21st Judicial Circuit (St. Louis County) will take up to three months following its commencement.
- f. OSCA is committing to and CNS is agreeing to accept:
  - a. The PP in St. Louis County to commence no later than the end of Q1 2025 and once the PP commences it is to be complete no later than end of Q2 2025. No later than the completion of the PP, OSCA agrees to recommend to the Implementation Planning Task Team (IPTT) that statewide implementation of Auto Create Case - Civil be commenced upon successful completion of the PP and that statewide implementation be complete no later than 15 months after commencement.
  - b. In the event that the development and pilot-program schedules are required to be changed due to legislative or Supreme Court Rule changes, the parties agree this agreement is abrogated and the parties will proceed with the litigation. The parties may, but are not required, to meet and confer on resolution of the scheduling issue.
  - c. Plaintiff will file a Dismissal with Prejudice upon (1) execution of a definitive settlement agreement, (2) Defendants' payment of the agreed attorney's fees,

with each party to pay their own costs and mediation fees; and (3) Plaintiff's receipt of written confirmation that the PP is complete and Auto Create Case - Civil functionality is operating as contemplated and required by this Agreement.

2. Upon the filing of the Dismissal with Prejudice contemplated by Section 1.f.c., above, the parties agree to release, discharge, and forever hold the other harmless from any and all claims, demands, or suits, known or unknown, fixed or contingent, liquidated or unliquidated, whether or not asserted in the above case, as of this date. The parties agree that the specific language of the release and settlement agreement incorporate any settlement terms will be drafted by counsel for the parties and submitted to the mediator for review to confirm conformance with this Settlement Term Sheet.

This mutual release will run to the benefit of all attorneys, agents, employees, officers, directors, shareholder, subsidiaries and partners of the parties. "Party" as used in this release includes all named parties to this case.

4. Each signatory hereto warrants and represents:

- (a) he or she has authority to bind the parties for whom that signatory acts.
- (b) the claims, suits, rights and/or interests which are the subject matter hereto are owned by the party asserting same and have not been assigned, transferred, or sold and are free of encumbrance.

5. The parties agree to cooperate with each other in the drafting and execution of such additional documents as are reasonably requested or required to implement the terms and spirit of this agreement.

**6. This agreement is made and performable in St. Louis County, Missouri, and shall be construed in accordance with the laws of the State of Missouri.**

7. Each signatory to this settlement has entered into same freely and without duress after having consulted with professionals of his or her choice. Each party hereto has been advised by the mediator that the mediator is not the attorney for any party and that each party should have this agreement reviewed by that party's attorney prior to executing same.

*(Signature block begins on next page)*

**EXHIBIT 1**  
**TO SETTLEMENT TERM SHEET**

### **Motion to Automate the Clerk Acceptance Queue**

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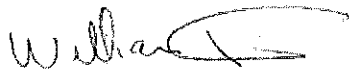
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This functionality shall be utilized by all court locations and will be deployed statewide as determined by the Implementation Planning Task Team (IPTT).

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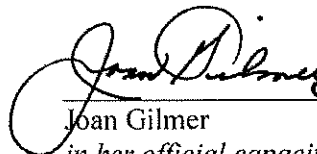
DATED: February 6, 2024

Plaintiff

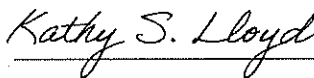


William Girdner  
*Publisher, Courthouse News Service*

Defendants

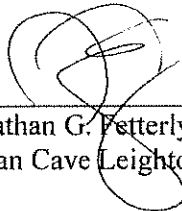


Joan Gilmer  
*in her official capacity as Clerk of the  
Circuit Court of St. Louis County, Missouri*



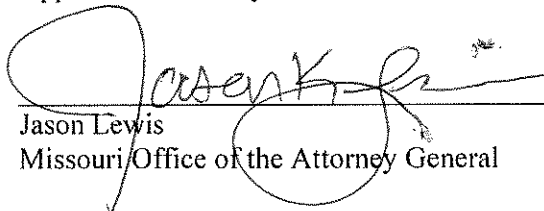
Kathy Lloyd  
*in her official capacity as State Courts  
Administrator for the Missouri Office of  
State Courts Administrator*

Approved: Attorney for Plaintiff



Jonathan G. Fetterly  
Bryan Cave Leighton Paisner LLP

Approved: Attorney for Defendants



Jason Lewis  
Missouri Office of the Attorney General