

**SETTLEMENT AGREEMENT, COVENANT NOT TO SUE,  
AND CONFIDENTIALITY AGREEMENT**

ADAMS COUNTY REGIONAL SEWER DISTRICT ("ACRSD") and NOAH B. SCHWARTZ, MARTHA M. SCHWARTZ, MYRON H. SCHWARTZ, MARGARET A. SCHWARTZ, and ROMAN D. SCHWARTZ ("Schwartz Plaintiffs") (collectively identified as the "Parties") enter into this Settlement Agreement, Covenant Not to Sue, and Confidentiality Agreement ("Agreement").

A. On or about January 15, 2021, the Schwartz Plaintiffs filed a lawsuit against the ACRSD in the United States District Court for the Northern District of Indiana, Fort Wayne Division, as Cause No. 1:21-cv-00014-HAB-SLC (the "Lawsuit").

B. ACRSD has denied and continues to deny any liability to Schwartz Plaintiffs for the matters alleged or which could have been alleged in the Lawsuit. The terms in this Agreement are a settlement and release of disputed claims, the validity, existence, or occurrence of which are expressly denied by ACRSD. The terms or the fact of this Agreement shall not be deemed or construed as an admission by ACRSD of any wrongful acts whatsoever against Schwartz Plaintiffs, nor is this Agreement an acknowledgement of the validity of any claim asserted, it being expressly understood that any such claims are denied by ACRSD. The Parties enter into this Agreement solely to avoid the uncertainty and expense of further litigation.

C. The Parties desire to compromise and settle completely the disputes between them upon the terms and in the manner herein provided.

In consideration of the mutual promises contained in this Agreement and of each act done pursuant to this Agreement, the Parties agree as follows:

**Complete Release**

1. In exchange for the items described in Paragraph 6 of this Agreement, Schwartz Plaintiffs knowingly and voluntarily agree on behalf of themselves and their heirs, executors, administrators and assigns to forever release ACRSD, its board members and representatives at any level, affiliates, and all of their employees, officers, directors, agents, attorneys, insurers, and their fiduciaries and each of their successors, predecessors and assigns (all of these parties are known as the "Released Parties") from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, expenses and attorneys' fees (collectively "Claims") of any nature, known or unknown, suspected or unsuspected, foreseen or unforeseen, matured or unmatured, past, present and future which exist, have existed or may arise from any matter whatsoever occurring through the date they sign this Agreement.

2. This Agreement includes the release of all Claims against the Released Parties arising under: federal, state, and local statutes; federal, state, and local regulations; executive orders; common law; any law concerning civil rights, discrimination, retaliation, harassment, , breach of express or implied contract, and/or defamation; attorneys' fees, costs, and expenses. This Agreement also includes the release of any and all other Claims related to ACRSD.

Schwartz Plaintiffs agree that this Agreement includes the release of all Claims, which they do not know or expect to exist in their favor at the time they sign this Agreement. This Agreement releases all such Claims.

3. No provision of this Agreement shall be interpreted to or is intended to waive, release, or extinguish any rights which -- by express and unequivocal terms of law -- may not under any circumstances be waived, released, or extinguished.

#### Consideration

4. The release set forth in this Agreement is given by Schwartz Plaintiffs in exchange for valuable consideration from ACRSD. Specifically, in exchange for the release and Schwartz Plaintiffs' agreement to be bound by all other obligations applicable to them under the terms of this Agreement, ACRSD has agreed to draft, adopt, and implement a Contained Sewage Low-Flow Exemption which provides an avenue for Schwartz Plaintiffs not to connect to the District Sewer Main Line if they so qualify for said exemption. Additionally, the ACRSD has agreed to waive any past or present connection or related fees which Schwartz Plaintiffs owe to the ACRSD which are attributed to them through the date of execution of this Agreement, though if a Schwartz Plaintiff connects to the District Sewer Main Line, that Plaintiff would be responsible to pay connection fees and monthly charges starting with such connection. For clarity and avoidance of doubt, the ACSRSD is not waiving, nor is it responsible for any costs incurred by the Schwartz Plaintiffs in this Lawsuit nor is it responsible for any costs incurred by the Schwartz Plaintiffs in their efforts to qualify for the Contained Sewage Low-Flow Exemption or any other exemption.

The foregoing consideration provided under this Section 6 of this Agreement shall not be credited to Schwartz Plaintiffs until after Schwartz Plaintiffs have signed and consented to this Agreement and Schwartz Plaintiffs have sent a signed copy of this Agreement and a Stipulation of Dismissal with prejudice to counsel for ACRSD. Moreover, Schwartz Plaintiffs agree to indemnify ACRSD, its owners, officers, directors, employees, and agents for any and all tax liability (including, but not limited to, fines, penalties, interest, and costs) arising from or relating to the consideration or reporting of the amounts specified above and/or imposed by the Internal Revenue Service, the State of Indiana, or any other taxing agency or tribunal as a result of the manner in which such amounts were reported or Schwartz Plaintiffs' failure to pay taxes on those amounts or any portion thereof.

### Costs

5. Each party shall bear its own costs and attorneys' fees.

### Dismissal of Lawsuit

6. Schwartz Plaintiffs shall, with the execution of this Agreement, deliver to counsel for ACRSD a fully executed Stipulation of Dismissal whereby ACRSD agrees to dismiss or cause to be dismissed with prejudice each of the claims asserted in the Lawsuit, reciting that each party bears its own costs.

### Entire Agreement, Amendment, and Modifications

7. This Agreement constitutes the entire agreement of the Parties and any other oral or written agreements between the parties shall become null and void upon the complete execution of this agreement. No waiver, modification, or amendment of any term, condition, or provision of this Agreement shall be valid or have any force or effect unless made in writing and signed by the Parties.

### Voluntary Agreement

8. Schwartz Plaintiffs agree that they voluntarily sign this Agreement and that they accept and understand it. They have been thoroughly advised of their right to discuss all aspects of this Agreement with their private attorney before signing this Agreement, that they understand the terms of this Agreement (including but not limited to the Claims to be released), that they have had a reasonable time to consider the Agreement, that its terms represent consideration in addition to anything of value to which they are already entitled, and that their attorney has explained the terms of this Agreement to them.

### Controlling Law and Forum

9. This Agreement will be interpreted and enforced under the laws of the State of Indiana. The State of Indiana shall not apply its conflict of laws principles, so that the State of Indiana applies the law of another state to interpret or enforce this Agreement.
10. The Parties agree that a case regarding a dispute about this Agreement will be filed in a federal court located in the State of Indiana if the federal court has jurisdiction or authority to decide the dispute. If the federal court does not have jurisdiction or authority to decide the dispute, the case may be filed in an Indiana state court.

### Severability of Agreement

11. If a court determines that any part of this Agreement is invalid or unlawful, that determination will not affect any other part of this Agreement that can be enforced by disregarding the invalid or unlawful part. The rest of this Agreement will continue in full force and effect.

### Successorship

12. This Agreement will be binding on Schwartz Plaintiffs and their heirs, executors, administrators, and assigns.

### No Admission of Wrongdoing

13. Schwartz Plaintiffs and ACRSD agree that simply because they entered into this Agreement, neither the making of this Agreement nor the terms of this Agreement mean that ACRSD did any act that was wrong or unlawful.

### No Representations

14. Schwartz Plaintiffs agree that no representative of ACRSD promised, said, or did anything to make them sign this Agreement, other than the terms expressly contained in this Agreement.

### Section Headings

15. Section headings are used as a tool to find terms in this Agreement, and they do not affect or change the meaning of any terms.

### Contract Construction.

16. Because Schwartz Plaintiffs and their Counsel have reviewed this Agreement, the normal rule that ambiguity should be construed against the drafting party shall not be employed in the interpretation of this Agreement.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below:

**SCHWARTZ PLAINTIFFS**

Dated: June \_\_\_\_\_, 2022

\_\_\_\_\_  
Noah B. Schwartz

Dated: June \_\_\_\_\_, 2022

\_\_\_\_\_  
Martha M. Schwartz

Dated: June \_\_\_\_\_, 2022

*Myron H. Schwartz*  
\_\_\_\_\_  
Myron H. Schwartz

Dated: June \_\_\_\_\_, 2022

*Margaret A. Schwartz*  
\_\_\_\_\_  
Margaret A. Schwartz

Dated: June \_\_\_\_\_, 2022

\_\_\_\_\_  
Roman D. Schwartz

**ADAMS COUNTY REGIONAL SEWER DISTRICT**

Dated: June \_\_\_\_\_, 2022

By: *John W. [Signature]*  
\_\_\_\_\_  
As its: *Chairman*  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below:

**SCHWARTZ PLAINTIFFS**

Dated: June \_\_\_\_\_, 2022

\_\_\_\_\_  
Noah B. Schwartz

Dated: June \_\_\_\_\_, 2022

\_\_\_\_\_  
Martha M. Schwartz

Dated: June \_\_\_\_\_, 2022

\_\_\_\_\_  
Myron H. Schwartz

Dated: June \_\_\_\_\_, 2022

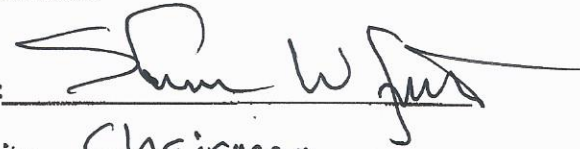
\_\_\_\_\_  
Margaret A. Schwartz

Dated: ~~June~~ <sup>Aug</sup> 5, 2022

Roman D. Schwartz  
Roman D. Schwartz

**ADAMS COUNTY REGIONAL SEWER DISTRICT**

Dated: June \_\_\_\_\_, 2022

By:   
As its: Chairman