

SETTLEMENT AND RELEASE AGREEMENT

THIS SETTLEMENT AND RELEASE AGREEMENT (“Agreement”) is made and voluntarily and freely entered into by and between [REDACTED] American Association of Zoological Parks and Aquariums Inc. d/b/a Association of Zoos & Aquariums (“AZA”), James J. Breheny (“Breheny”), Alejandro Grajal (“Grajal”), Daniel M. Ashe (“Ashe”), Kristen Vehrs (“Vehrs”), and Ronda Schwetz (“Schwetz”) and effective after mutual execution hereof (the “Effective Date”). All the parties shall be referred to as “parties.”

RECITALS

- A. [REDACTED] is a scientist and was a member of AZA.
- B. AZA is a non-profit organization that accredits zoos and aquariums.
- C. Breheny is a former member and former Chair of the Board of Directors of AZA.
- D. Grajal is a former member of the Board of Directors of AZA.
- E. Ashe is the President and CEO of AZA.
- F. Vehrs is the retired Executive Director of AZA.
- G. Schwetz is a member of AZA and is a volunteer on the following AZA committees: 1) Orangutan SSP Steering Committee; 2) Orangutan SAFE; and 3) the Business Operations Committee. Schwetz is also Executive Director of the Henry Vilas Zoo in Madison, Wisconsin.
- H. On June 21, 2021, [REDACTED] commenced a lawsuit entitled [REDACTED] vs. *American Association of Zoological Parks and Aquariums Inc. d/b/a/ Association of Zoos & Aquariums, et al.*, Superior Court of the State of Washington for King County, Case No. 21-2-08166-1 in the King County Superior Court (“Lawsuit”). The lawsuit arose out of an alleged sexual assault by Schwetz of [REDACTED] in their hotel room while attending the 2018 AZA Annual Conference in Seattle (“alleged sexual assault”) and AZA’s alleged response to that alleged sexual assault, when it was reported to AZA, approximately ten months later. [REDACTED] asserted claims of harassment, discrimination and retaliation under the Washington Law Against Discrimination.
- I. [REDACTED] named AZA, Breheny, Grajal, Ashe, Vehrs, and Schwetz as Defendants in the Lawsuit (“Defendants”). [REDACTED] also named AZA Board Members Peggy Sloan, Dennis Kelly, Christopher Kuhar, John Lewis, Norberto Castro, Chris Gentile, Adrienne Rowland, Brian L. Davis, and Elizabeth Whealy in the Lawsuit, but voluntarily dismissed all claims against these

individual defendants through a Stipulation and Order of Dismissal, signed by the parties on November 17, 2022, and Ordered by the Court on January 17, 2023.

J. The parties attended mediation with Margo Keller on November 30, 2022. Negotiations between the parties continued with Keller's ongoing support and the parties agreed to the material terms of the agreement in the executed CR 2A Agreement on December 22, 2022. The parties agreed to fully and finally settle any and all claims they may purport to have against one another based on the terms, conditions, promises, and covenants set forth below.

AGREEMENT

1. Non-Admission of Liability. This Agreement shall not be construed in any way as an admission by Defendants of any liability or wrongdoing whatsoever. Defendants specifically disclaim any liability to, or any wrongdoing against, ██████████

2. AZA Consideration to ██████████ In exchange for a full and general release and the other promises contained in this Agreement, AZA agrees to provide ██████████ and ██████████ agrees to accept, the following consideration:

a. Monetary Consideration. AZA's insurer shall pay, and ██████████ shall accept, the total sum of Two Million Three Hundred Thousand Dollars (\$2,300,000.00) ("AZA payment"). The AZA payment shall be made within thirty (30) days of the Effective Date of this Agreement and receipt of the W-9 for Hagens Berman Sobol Shapiro LLP. The AZA payment shall be made payable to Hagens Berman Sobol Shapiro LLP IOLTA Account. The payment shall be considered legal fees and general damages for the alleged discrimination and retaliation and the derivative emotional and physical distress allegedly sustained by ██████████. The payment shall not be considered wages. AZA shall not withhold any taxes from the payment. ██████████ shall be solely responsible for the payment of any taxes owed for the payment. ██████████ shall defend, indemnify, and hold harmless AZA and its insurer from any claims by any governmental taxing authority against AZA concerning or arising out of ██████████ alleged failure to pay taxes on the AZA payment.

b. Non-Monetary Consideration. In addition to the AZA payment, AZA shall provide the following consideration ("non-monetary consideration"):

i. Publication. AZA shall issue a statement in its *Connect* publication reasonably satisfactory to both AZA and ██████████ that expresses AZA's admission that its response to the allegations by ██████████ concerning the alleged sexual assault should have better reflected its policy on harassment. The statement will be issued as soon as reasonably possible and no later than December 31, 2023.

ii. Third Party Reporting and Investigation. Beginning with its 2023 Annual Conference, AZA shall offer an option for third-party reporting, and as appropriate, investigation for instances of harassment or retaliation (as defined in the AZA Code of Conduct) that are alleged to have occurred within an AZA owned or leased space, at an AZA-sponsored event, or directly related public spaces, such as restrooms. If a report of harassment and/or

retaliation is made directly to AZA management or staff, such management and/or staff may share the contents of the report with the qualified third-party in order to initiate action in conformance with this paragraph. A qualified third-party would have relevant experience and may not be a current or former employee of AZA. Third-party reports and investigations results shall be reported to the AZA President and CEO who will be responsible for taking appropriate action within the context of AZA authorities.

iii. Notwithstanding the foregoing, nothing stated herein shall restrict or limit AZA's right to respond to any complaint that is made at any conference by an attendee that is reasonably necessary to address further discrimination or harassment at the conference.

iv. Recusal of Lori Perkins, Cindy Cossaboon, and Megan Elder. AZA shall ensure that AZA members Lori Perkins ("Perkins"), Cindy Cossaboon ("Cossaboon"), and Megan Elder ("Elder") are recused from any matters involving ██████ including, including without limitation, any issues raised by ██████ for consideration and voting by any SSP or SAFE committee, subcommittee, or steering committee. Notwithstanding the foregoing, nothing stated herein shall impact, restrict, or limit ██████ right to future requests that additional individuals recuse themselves from matters involving ██████ provided, however, that AZA shall not be bound by such a request, but rather, such future request about other individuals shall be considered and determined in the ordinary course by the applicable SSP or SAFE committee, subcommittee or steering committee applying Roberts Rules of Order or equivalent sources.

v. Advising of Lori Perkins, Cindy Cossaboon and Megan Elder. Ashe shall hold a meeting by electronic means or otherwise with Perkins, Cossaboon, and Elder, collectively or individually, and shall counsel them on AZA's Code of Conduct. AZA shall create documentation of same.

3. Schwetz Consideration to ██████ In exchange for a full and general release and the other promises contained in this Agreement, Schwetz agrees to provide ██████ with the following consideration:

a. Monetary Consideration. Schwetz's insurer shall pay, and ██████ shall accept, the total sum of Five Hundred Thousand Dollars (\$500,000.00) ("Schwetz payment"). The Schwetz payment shall be made within thirty (30) days of the Effective Date of this Agreement and receipt of the W-9 for Hagens Berman Sobol Shapiro LLP. The Schwetz payment shall be made payable to Hagens Berman Sobol Shapiro LLP IOLTA Account. The Schwetz payment shall be considered legal fees and general damages for the alleged discrimination and retaliation and the derivative emotional physical distress allegedly sustained by ██████ The Schwetz payment shall not be considered wages. Schwetz shall not withhold any taxes from the payment. ██████ shall be solely responsible for the payment of any taxes owed for the payment. ██████ shall defend, indemnify, and hold harmless Schwetz from any claims by any governmental taxing authority against Schwetz concerning or arising out of ██████ alleged failure to pay taxes on the Schwetz payment.

b. Non-Monetary Consideration.

i. Schwetz Resignation from AZA Committees. Schwetz agrees to voluntarily resign from the Orangutan SSP and SAFE steering committees to focus on other priorities. AZA agrees that it shall make no public announcement, including announcements to its various committees, regarding Schwetz's resignation from these steering committees.

ii. Schwetz Communication Regarding Criminal Proceedings. Schwetz agrees to use language provided by her legal counsel to describe the outcome of her criminal proceedings in the City of Seattle, if asked by anyone other than her family.

iii. No Contact. Schwetz shall not purposefully contact or purposefully attempt to contact ██████ for a period of 3 years after the date of the final settlement agreement in this matter.

iv. Non-Attendance at AZA Conferences. Schwetz agrees not to attend any AZA conferences for three (3) years following the Effective Date of this Agreement ("Three-Year Period"), and, for an additional two years after the Three-Year Period, shall not attend any AZA conferences that Schwetz learns is being attended by ██████ ("Conditional Two-Year Period"). Schwetz may attend AZA Director Policy Conferences (DPCs) without restriction as the parties recognize that ██████ would not be attending those conferences and that this is consistent with the parties' desire to avoid interacting. During the Conditional Two-Year Period, ██████ shall register during the early, discounted registration period (early period) for any conferences he plans to attend and AZA shall notify Schwetz of ██████ attendance. If ██████ does not register during the early period, then Schwetz may register and attend. Nothing herein shall be interpreted to impact, limit, or restrict Schwetz's ability to fully participate in any AZA accreditation process on behalf of the Henry Vilas Zoo, including, but not limited to, attending all meetings of AZA's accreditation commission that address accreditation of the Henry Vilas Zoo either in person or via Zoom. If Zoom is chosen as the option, AZA shall make arrangements to effectuate attendance via Zoom. AZA agrees that it shall not disclose to any member of the accreditation commission considering accreditation for the Henry Vilas Zoo of any term of this Agreement. AZA shall ensure that its accreditation process shall be independent of the Lawsuit and this Agreement. AZA agrees not to proactively take any action against Schwetz related to the Lawsuit and this Agreement, including but not limited to her AZA membership or her ability to serve on committees other than those referenced in this Agreement. This agreement does not bind the independent actions of the AZA Board of Directors or other AZA bodies, and AZA duties in supporting those bodies.

4. ██████ Consideration to Schwetz. In consideration of the promises and other commitments set forth herein, ██████ shall not purposefully contact or purposefully attempt to contact Schwetz for a period of three (3) years after the date of the final settlement agreement in this matter. This clause is not to be construed as a "no contact" Order and merely reflects the parties' desire to avoid interacting.

5. ██████ Release of Defendants. ██████ on behalf of himself, spouses, heirs, successors, and assigns, hereby releases, acquits, and forever discharges Defendants and any and all of their directors, officers, employees, insurers, agents, spouses, representatives, attorneys, any other persons acting under, by, through or in concert with any of them (collectively,

“Released Parties”), from any and all causes of action, obligations, costs, damages, losses, claims, demands, and benefits (including attorneys’ fees and costs), of whatever character, in law or in equity, known or unknown, suspected or unsuspected, matured or unmatured, of any kind or nature whatsoever, now existing or arising in the future from any act, omission, event, occurrence, or nonoccurrence from [REDACTED] first contact with Defendants to the Effective Date of this Agreement (“Claims”). This Agreement specifically releases, among other things, all Claims under all state or federal laws relating to discrimination in employment or retaliation, including the Civil Rights Acts of 1964 and 1991, as amended, the Americans With Disabilities Act, and the Washington Law Against Discrimination, the laws of Maryland and Montgomery County, Maryland, and any other claim, statutory, contractual, or in tort that was or could have been asserted in the Lawsuit.

6. Defendants’ Release of Each Other. Defendants, on behalf of themselves, and their past or present spouses, heirs, successors, assigns, directors, officers, employees, insurers, representatives, agents, attorneys, and any other persons acting under, by, through or in concert with any of them, hereby release, acquit, and forever discharge each other and any of their past or present members, directors, officers, employees, insurers, representatives, attorneys, insurance companies, and any other persons acting under, by, through or in concert with any of them, from any and all causes of action, obligations, costs, damages, losses, claims, demands, and benefits (including attorneys’ fees and costs), of whatever character, in law or in equity, known or unknown, suspected or unsuspected, matured or unmatured, of any kind or nature whatsoever, now existing or arising from any act, omission, event, occurrence, or nonoccurrence from Defendants’ first contact with one another to the Effective Date of this Agreement (“Defense Claims”). Among other things, this Release includes any Defense Claims concerning or arising out of the alleged failure to defend, indemnify, or hold harmless for the Lawsuit.

7. No More Filings. [REDACTED] represents and warrants that, aside from any proceedings permitted by paragraph 13 of this Agreement, he shall not file directly or indirectly, personally or through any attorney or other representative, any further charges, claims, complaints, or other pleadings with any court or government agency of any Claim released by this Agreement. Should he do so in violation of this paragraph of the Agreement, he shall be liable to Defendants or any Released Parties for any and all legal fees and costs incurred in connection with that filing. [REDACTED] specifically represents and warrants that he shall notify the Maryland Office of Human Rights of this Agreement and express his intent to withdraw his charge of discrimination. If the Maryland Office of Human Rights chooses to continue its investigation and finds that there has been a violation of law, [REDACTED] shall not request, demand, or accept any payments in connection with that investigation or finding, but rather acknowledges that by virtue of the Monetary Consideration provided by this Agreement, he is fully compensated for any and all damages he claims to have sustained in connection with that charge.

8. Full and Independent Knowledge. [REDACTED] acknowledges and agrees that he has been advised to consult an attorney before signing this Agreement, that he has thoroughly discussed all aspects of this Agreement with his attorneys, that he has carefully read and fully understands all the provisions of this Agreement, and he is freely and voluntarily entering into this Agreement.

9. Ownership of Claims. [REDACTED] represents that he has not assigned or transferred, or purported to assign or transfer, to any person or entity, any Claim or any portion thereof or interest therein related in any way to the Claims.

10. Warranty of Authority to Settle. Each of the individuals signing this Agreement on behalf of a party warrants that he or she has the authority to sign the Agreement and thereby to bind the parties on whose behalf he or she signs.

11. No Claims against [REDACTED] Defendants agree that they have no claims against [REDACTED]. To the extent Defendants have claims against [REDACTED] they release those claims.

12. Dismissal of Lawsuit. Within seven days of [REDACTED] receipt of the AZA payment and Schwetz payment, the parties shall work together in having the case dismissed with prejudice and without fees or costs to any party.

13. Interpretation and Enforcement of this Agreement. Any disputes regarding the interpretation of, claims for breach of, or to enforce, this Agreement shall be brought to Margo Keller of WAMS to resolve in a final, binding fashion, with no right of appeal

14. Any Provision Unenforceable. Remaining Enforceable. Should any provision of this Agreement be declared or determined to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby, and the illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

15. Agreement Entire Understanding. This Agreement sets forth the entire understanding between the parties and fully supersedes any and all prior agreements and/or understandings, oral or written, between the parties pertaining to the subject matter of this Agreement including, without limitation, the CR 2A Agreement entered into by the parties through their counsel by email dated December 22, 2022, at 9:43 a.m.

16. Signatures in Counterparts and by Electronic Means Acceptable. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall be deemed a single document. Signatures may be transmitted by facsimile or email and shall have the same force and effect as originals for any and all purposes, including enforcement of this Agreement. Electronic signatures through DocuSign or a comparable application that ensures the identity of the signer shall have the same force and effect as a handwritten ink signature.

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