

## SETTLEMENT AGREEMENT

This AGREEMENT (hereinafter “Agreement”) is by and between the Rural Justice Network, Inc. (hereinafter “RJN”), the Town of North Brookfield (hereinafter the “Town”), Jason Petraitis (“Petraitis”) and John Tripp (“Tripp”), collectively the “Parties”.

### Definitions

The term “Town” as referred to herein, includes all of its past and current employees and appointed and elected officials including, but not limited to, Jason Petraitis (hereinafter “Petraitis”) and John Tripp (hereinafter “Tripp”), acting in their official capacities, their successors, heirs, and assigns, its boards, committees, departments, affiliates, agents, attorneys and consultants.

The term “MIAA” shall refer to the Town’s insurer, the MIAA Property & Casualty Group, Inc., and its employees, boards, directors, successors, heirs, and assigns.

The term “Defendants” collectively refers to the Town and Petraitis and Tripp in their official and individual capacities. The term “Releasees” refers to the Defendants, as well as to MIAA in its role as insurer for the Town with regard to the specific claims of the litigation.

Whenever RJN is referred to herein, it shall include only the organization and shall not be read as including or affecting the rights of its individual members, except to the extent when such members purport to act on behalf of the organization.

### Recitals

WHEREAS, RJN filed a Request for Resources with the Town Board of Selectmen (hereinafter “Board”) on October 24, 2023, as required by Town policies then in effect, for a “2024 Small Town Pride Celebration” to be held on June 29, 2024, on the Town Common (hereinafter the “Event” or “Small Town Pride 2024”), which was initially not approved;

WHEREAS, on December 11, 2023, RJN filed and later served an action against the Defendants in Worcester Superior Court known as *Rural Justice Network, Inc. v. Town of North Brookfield et al.*, Civil Action No. 2385CV0134, and on January 30, 2024, the Defendants removed the action to the United States District Court for the District of Massachusetts, Civil Action No. 4:24-cv-40019-DHH (hereinafter the “Litigation”);

WHEREAS, the Litigation consists of five counts alleging violations of Free Expression and Association, Article 16 of the Declaration of Rights and First Amendment to the U.S. Constitution; Right of Assembly, Article 19 of the Declaration of Rights; Discrimination on the Basis of Sex/Gender, Article 1 of the Declaration of Rights and G.L. c. 93, § 102; Due Process and Vagueness, Article 10 of the Declaration of Rights and Fourteenth Amendment to the U.S. Constitution; Unlawful Taxation, Amend. Article 2 of the Mass. Constitution and G.L. c. 40, § 22F; and seeking declaratory, injunctive and monetary relief.

WHEREAS, the Defendants have not yet answered or otherwise formally responded to the allegations of the Complaint in the Litigation;

WHEREAS, the Town's then-existing policy adopted by the Town's Parks and Recreation Committee, being duly empowered to do so, called for approval of events on the Town Common and other parks by the Board but its governing documents, such as the Town Charter, did not require that its Board approve requests to use Town property and other resources;

WHEREAS, on February 1, 2024, the Parks and Recreation Committee, being duly empowered to do so, passed a revised policy (the "Policy") removing the Board from any future role in approving Requests for Resources for the North Brookfield Town Common and other Town parks, made further changes to its governing policies, and initially approved RJN's Request for Resources for June 29, 2024, while authorizing the Chair of the Committee to provide final approval when those conditions were met;

WHEREAS, on February 8, 2024, the Parks and Recreation Committee Chair gave final approval to RJN for the June 29, 2024 Event;

WHEREAS, by February 12, 2024, the Parks and Recreation Committee had posted on their website the revised version of the Request for Resources<sup>1</sup> form and the Policy;

NOW, THEREFORE, in consideration of the above recitals, the covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the RJN and the Defendants agree as follows:

**Agreement**

1. No Interference with Small Town Pride 2024: On or before the Event date, none of the Defendants will take any action to adversely affect the Event going forward as approved by the Parks and Recreation Committee. This provision does not preclude the Parks and Recreation Committee from taking actions for reasons contained in the Policy, provided those reasons do not result in discrimination on the basis of content or viewpoint of expression or the gender, gender identity, gender expression or presentation, or sexual orientation of any actual or intended performer or participant. By way of clarification, this provision does not prevent the Parks and Recreation Committee from withdrawing approval based on any future non-compliance by RJN with the requirements for approval under the Policy, such as failure to obtain insurance or due to a force majeure event, provided such action would be taken notwithstanding the intended or actual messages or participants in Small Town Pride 2024. Nothing in this paragraph prevents Petraitis, Tripp or any Town employee from expressing any opposition they have to aspects of the Event, provided they do not take actions to obstruct the Event going forward as approved.
  
2. Settlement Payments: In consideration of the terms as set forth in this Agreement, payments (the "Settlement Payments") shall be made on behalf of the Defendants as follows:
  - a) Damages: On or before March 30, 2024, a payment will be made on behalf of the Defendants by MIIA to RJN for the total sum of \$15,000 to compensate RJN for the release of any Claims as defined in Paragraph 3 below. The check shall be made to Rural

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<sup>1</sup>The revised form is available at [https://www.northbrookfield.net/sites/g/files/vyhlf3576/f/uploads/request\\_for\\_north\\_brookfield\\_resources\\_2024.pdf](https://www.northbrookfield.net/sites/g/files/vyhlf3576/f/uploads/request_for_north_brookfield_resources_2024.pdf).

Justice Network, Inc. RJN shall provide the Defendants' counsel with a W-9 for said payment.

- b) RJN's Attorneys' Fees and Costs: On or before March 30, 2024, a payment will be made on behalf of the Defendants by MIIA to the American Civil Liberties Union Foundation of Massachusetts, Inc. ("ACLUFM") a total sum of \$15,000 as reasonable attorneys' fees and costs relating to any Claims as defined in Paragraph 3 below. The check shall be made out to "American Civil Liberties Union Foundation of Massachusetts, Inc." and ACLUFM shall provide the Defendants' counsel with a W-9 for said payment.
- c) Tax Treatment and Liability: Neither the Releasees, nor their attorneys, agents, or representatives have made guarantees or assertions to RJN or ACLUFM as to the tax consequences of the payments under 2a and 2b of this settlement. RJN and ACLUFM must rely upon and seek the advice of others with respect to the tax consequences of those payments. RJN and ACLUFM will be solely responsible for the reporting and payment of any taxes and agree to indemnify the Releasees for any liability for payment of such taxes.

- 3. Waiver and Release. In consideration of the terms as set forth in this Agreement and upon receipt of the Settlement Payments required by Paragraph 2 above, RJN, its heirs, successors and assigns, releases and forever discharges the Releasees from any and all debts, actions, causes of action, grievances, arbitration claims, suits, accounts, covenants, contracts, agreements, damages and any and all claims, demands and liabilities whatsoever of every name and nature, whether directly or indirectly, personally or derivatively through others, whether known or unknown, or whether suspected or unsuspected by it, both in law and in equity, that were or could have been raised in the Litigation based on the Town's consideration of the Request for Resources and provision of the requested services for Small Town Pride 2024 and RJN's event for the prior year (the "2023 Event") (hereinafter and collectively, "Claims"), which RJN has against the Releasees, or ever had against the Releasees, through the date of execution of this Agreement, not including actions taken in the event of any breach pursuant to paragraph 11 or other future conduct by the Defendants.

RJN intends this provision to be all encompassing and to act as a full and total release of any Claims it may have against the Releasees related to the Town's consideration of the Request for Resources and provision of the requested services for Small Town Pride 2024 and the 2023 Event, whether or not currently included in the Litigation, through the date of this Agreement. However, this waiver and release does not apply to any actions that may be taken in the future by or against the Town, Petraitis or Tripp, including for acts or omissions that that are alleged to be in violation of Paragraphs 1 or 2 of this Agreement.

This release of Claims includes, but is not limited to, from all any and all claims, actions, causes of action, demands, rights, liabilities of every name and nature, damages, compensatory damages, punitive damages, award interest and costs, expenses and attorneys' fees, State and Federal claims, related to the Town's consideration of the Request for Resources and provision of requested services for Small Town Pride 2024, and the 2023 Event, including but not limited to those stated in the Litigation and those pursuant to the United States and Massachusetts constitutions, the Federal Civil Rights Act, 42 U.S.C. § 1983, Title II of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000a *et seq.*, Title

VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*, Massachusetts Tort Act claims, M.G.L. c. 258, the Massachusetts Civil Rights Act, M.G.L. c. 12, §§ 11H, 11I, the Massachusetts Public Accommodations Act, M.G.L. c. 272, § 98, the Massachusetts Equal Rights Act, M.G.L. c. 93, §§ 102, 103, the Massachusetts Privacy Act, M.G.L. c. 214, § 1B, Massachusetts Freedom of Information Act, M.G.L. c. 66, § 10, M.G.L. c. 40, § 22F, abuse of process, intentional or negligent infliction of emotional distress, defamation, negligence or other tort, loss of consortium or society, loss of use, loss of enjoyment of life, loss of opportunity, loss of services, vicarious liability for the acts or omissions of any servants, employees, or actual or apparent agents, breach of contract, breach of the covenant of good faith and dealing, failure to settle, violations of M.G.L. c. 93A and c. 176D, or any other unfair trade practices or claims settlement practices, attorneys' fees, expenses, compensation, debts, liabilities, judgments, and any and all claims that RJN has, or ever had or ever may have, against the Releasees as of the date of execution of this Agreement.

RJN acknowledges that it may later discover facts different from or in addition to what it now knows to be true for matters released in this Agreement; notwithstanding any such different or additional facts, RJN agrees that this Agreement will remain in effect as to all claims released under this Agreement.

RJN further acknowledges that in the future damages and/or injuries arising out of the Litigation may become known to it that are not known now, and/or that it may learn that its damages and/or injuries are worse or different than otherwise thought at the time of entering into this Agreement. It is RJN's intent in signing this Agreement to assume that risk and forever resolve all actions or potential actions that exist, may exist, or may have existed between the Parties hereto, arising out of the Litigation.

RJN represents that except for the Litigation, as defined in this Agreement, neither RJN nor any other person or entity on its behalf has filed any complaints, charges or claims for relief against the Town, Petraitis or Tripp with any local, state or federal court or administrative agency. Further, upon satisfaction of the commitments under paragraphs 1 and 2 of this Agreement, RJN agrees and covenants not to sue or bring any complaints, charges or claims against the Town, Petraitis or Tripp related to the Town's consideration of the Request for Resources and provision of the requested services for Small Town Pride 2024 or the 2023 Event, except as otherwise provided in this Agreement. As of the date of this Agreement, RJN is not aware of any potential claims encompassed by the Release that it may have against the Defendants that are not released by this Agreement.

RJN represents and warrants that it has read the Agreement, that it is authorized to execute the Agreement on behalf of itself and those being bound by hereby, that all actions necessary to execute the Agreement have been taken, and that it has not assigned any of the claims released herein as of the date of the Agreement.

4. Withdrawal of Litigation. Within five (5) business days of receipt of the Settlement Payments, RJN shall cause to be filed a Stipulation of Dismissal of the Complaint, stating that the dismissal is with prejudice with no award by the Court to either party for their costs, fees and attorney's fees, whether by statute or otherwise, and with the Parties also waiving all rights of appeal.

5. No Admission of Liability. The negotiation and execution of the resolution of the Litigation brought by RJN and this Agreement does not constitute an admission that the Releasees violated any federal, state or local statute, law, order, ordinance or regulation or any right grounded in any applicable constitution or statutory provision, common law, contract or public policy. The Releasees specifically disclaim and deny any wrongdoing or liability.
6. Defendants' Attorneys' Fees. The defendants will each bear his, her, their or its own costs and attorneys' fees in connection with the Litigation.
7. Completeness of Agreement. This Agreement contains all the terms and conditions agreed upon by the parties with reference to the subject matters contained in the Agreement. No other agreement, oral or otherwise, will be considered to exist or to bind either of the parties to this Agreement. No representative of any party to this Agreement had or has any authority to make any representation or promise not contained in this Agreement, and each of the Parties to this Agreement acknowledges that such party has not executed this Agreement in reliance upon any such representation or promise. It is acknowledged that the Releasees expressly deny all allegations of unlawful and/or wrongful conduct arising out of or in connection with the facts or representations set forth in the Litigation.
8. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original and together constitute the same Agreement whether each party executes a separate counterpart.
9. Modification of Agreement. This Agreement cannot be modified except by a written instrument signed by all parties.
10. Interpretation of Agreement. This Agreement will be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts. All disputes arising under or out of this Agreement will be brought in courts of competent jurisdiction located within the Commonwealth of Massachusetts or the United States District Court for the District of Massachusetts.
11. Breach. Subject to the terms of this Agreement, the Parties shall be entitled to enforce any provision of this Agreement and, notwithstanding the dismissal of the Litigation, RJN may file a future action that may include breach of this Agreement and/or other claims against any of the Defendants for their actions taken after the execution of this Agreement, including but not limited to actions that may violate paragraph 1.
12. Acknowledgment. The Parties acknowledge that they have carefully read and understand this Agreement and agree that the other party has not made any representations other than those contained herein. The Parties also acknowledge that they enter into this Agreement voluntarily, with full knowledge of its significance and without pressure or coercion. The Parties further acknowledge that they have had sufficient time to consider this Agreement and consult with an attorney of their choosing prior to the executing of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED THIS 15<sup>TH</sup> DAY OF MARCH 2024.

**RURAL JUSTICE NETWORK, INC.**



By: Rob Orpilk  
Its: President

**TOWN OF NORTH BROOKFIELD**

By:  
Its:

**JASON PETRAITIS, in his individual capacity**

**JOHN TRIPP, in his individual capacity**

EXECUTED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2024.

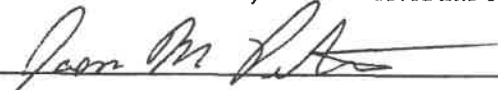
**RURAL JUSTICE NETWORK, INC.**

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By:  
Its:

**TOWN OF NORTH BROOKFIELD**

  
\_\_\_\_\_  
By: Jason Petraitis  
Its: Chair, Board of Selectmen

**JASON PETRAITIS, in his individual capacity**

  
\_\_\_\_\_  
Jason Petraitis

**JOHN TRIPP, in his individual capacity**

  
\_\_\_\_\_  
John Tripp