

CLASS ACTION SETTLEMENT AGREEMENT
Robinson, et al. v. Des Moines Public Schools, Case No. LACL 136651

INTRODUCTION

This Class Action Settlement Agreement (“Settlement Agreement”) is entered into between Plaintiffs Vernon Keith Robinson and Courtney Smith (“Class Representatives”), on behalf of themselves and the certified class (together with the Class Representatives “Plaintiffs”) defined below and Des Moines Public Schools/ Des Moines Independent Community School District (“Defendant” or “DMPS”) (collectively, the “Parties”).

RECITALS

1. On December 16, 2016, Plaintiff Keith Robinson filed this class action lawsuit on behalf of himself and all other similarly situated African American applicants alleging they were disparately impacted by DMPS’s criminal background check practices at the time of their application for hire in violation of the Iowa Civil Rights Act, Case No. LACL136651 in the Iowa District Court for Polk County, (the “Action”).

2. DMPS answered on April 14, 2017, denying liability and asserting affirmative defenses to the claims presented.

3. Thereafter, the Parties engaged in significant discovery including interrogatories, depositions, expert reports, and the production of documents and data concerning their claims and defenses.

4. Following the initial period of discovery limited to issues relevant to whether the class would be certified, Plaintiff Keith Robinson filed a Motion for Class Certification on January 5, 2018. The Court granted the motion and issued a written order on December 12, 2018.

5. On April 27, 2021, the Plaintiffs filed a motion to amend the certification order. The Court granted Plaintiffs' Motion to Amend in part on November 30, 2021. The Court articulated the scope and membership of the class as follows:

The class consists of all African-Americans who from April 11, 2014 through December 12, 2018 were harmed by: (1) Des Moines Public Schools' practice of excluding applicants from employment based upon criminal background screening criteria without consideration of information relevant to whether the policy as applied to those applicants is job related and consistent with business necessity; or (2) Des Moines Public Schools' practice of excluding applicants from employment based upon whether or how thoroughly they disclosed their prior criminal conviction; or (3) both.

The class does not consist of any applicants who were statutorily barred from working for an Iowa school district due to their inclusion on abuse registries, any applicants who the Des Moines Public School District excluded solely because of non-criminal convictions such as arrests or traffic accidents, and any applicants who were hired by the Des Moines Public School District but only denied vehicle leases as a result of criminal conviction screenings. The class period is limited to April 11, 2014 through December 12, 2018.

Three subclasses are established. They are: (1) A subclass of the African American applicants harmed only by the Des Moines Public School District's practice of excluding applicants from employment based on criminal background screening criteria without consideration of information relevant to whether the policy as applied to those applicants is job related and consistent with business necessity; (2) a subclass of the African American applicants harmed only by the Des Moines Public School District's practice of excluding applicants from employment based on whether or how thoroughly the applicants disclosed their prior criminal convictions; and (3) a subclass of those African American applicants who were harmed by both aspects of the District's criminal background check practice.

6. After the Court's adoption of this class definition, class notice was issued and the Parties engaged in significant merits discovery. On September 6, 2022, Plaintiffs filed a Second

Motion to Amend their Petition to add an additional class representative, Courtney Smith, which the Court granted on February 23, 2023.

7. On November 14, 2024, the Parties agreed to a Confidential Settlement Terms Sheet subject to final Court and DMPS School Board approval. The terms agreed upon have been incorporated into this full Settlement Agreement.

8. Plaintiffs and Defendant desire to settle fully and finally all differences between them, including but not limited to, those differences embodied in the Court's Order Re: Motion to Amend Certification Order and the Second Amended Petition.

9. During the course of the above-summarized litigation, the Defendant has asserted, and continues to assert, that it has substantial defenses to the allegations raised by, and claims brought by, the Certified Class. Defendant denies any and all allegations and claims of wrongdoing or liability that were asserted, or could have been asserted, by the Class. Defendant's decision to enter into this Agreement shall not be construed as any form of admission of liability. Rather, all liability is expressly disclaimed. The Class disputes the validity of Defendant's defenses.

10. Plaintiffs and their counsel believe such Settlement to be fair, reasonable, adequate, and in the best interests of the Plaintiffs.

11. In consideration of the foregoing and of the promises and mutual covenants contained herein, and other good and valuable consideration, it is hereby agreed, by and among the undersigned Parties, as follows:

ADDITIONAL DEFINITIONS

12. Class Counsel means Newkirk Zwagerman, P.L.C., Nichols Kaster, PLLP, and Bailey & Glasser, LLP.

13. Class List means a list of all members of the Settlement Class, as determined by Class Counsel. The Class List is attached as Exhibit 1. For each individual in the Settlement Class, the Class List contains: (1) first, last, and middle name; (2) mailing address; and (3) email address (if available). Class Counsel will use the Class List to provide information to the Settlement Administrator that is necessary to send notice, issue settlement payments, and otherwise perform the Settlement Administrator's duties. To the extent necessary and when and if requested by Class Counsel or the Settlement Administrator, Plaintiffs shall promptly and confidentially provide social security numbers, dates of birth, other personal identifiers, updated contact information, and any other information necessary to carry out the administration of the Settlement, to the extent that such information is available.

14. Court means the Iowa District Court for Polk County.

15. Cy Pres Recipient means NAACP Des Moines Branch (50%) and the Des Moines Independent Community School District to be assigned for a particular purpose or department of DMPS as directed by the DMPS Board of Directors (50%). Any available *cy pres* funds will be divided among the recipients according to the identified percentages.

16. Released Parties means DMPS and its insurers, affiliates, Board Members, former Board Members, agents, officers, representatives, employees, and former employees.

17. Effective Date means the first date on which all of the following have occurred:

- a. All Parties and Class Counsel have executed this Agreement;
- b. The Court has issued a preliminary approval order;
- c. Reasonable notice has been given to members of the Settlement Class, including providing them an opportunity to object to the Settlement;

- d. The Court has entered Final Judgment approving the Settlement and ruled on Class Counsel's fee petition;
- e. Only if there are written objections filed within the applicable time period and those objections are not later withdrawn, the last of the following events to occur:
 - i. If no appeal is filed, then the date on which the objector's time to appeal the Final Judgment has expired with no appeal or any other judicial review having been taken or sought; or
 - ii. If an appeal of the Final Judgment has been timely filed or other judicial review was taken or sought, the date that order is finally affirmed by an appellate court with no possibility of subsequent appeal or other judicial review or the date the appeals or any other judicial review are finally dismissed with no possibility of subsequent appeal or other judicial review; and
- f. DMPS's Board of Directors has approved the Settlement Agreement.

It is the intention of the Parties that the Settlement Agreement shall not become effective until the Court's Final Judgment has become completely final, the DMPS Board of Directors provides approval, and until there is no timely recourse by an appellant or objector who seeks to contest the Settlement Agreement.

18. Electronic Notice means the email notices in substantially the same forms attached hereto as Exhibit 2, subject to Court approval, and which the Settlement Administrator will send to each member of the Settlement Class.

19. Final Approval or Final Judgment means the Court's order granting final approval of this Settlement. The Parties shall propose the Final Approval Order attached hereto as Exhibit 3.

20. Gross Settlement Amount means \$1,500,000.00, which shall be the total amount from which the Plaintiffs will be paid, from which the Class Representative's service payments will be paid, from which all out-of-pocket costs of settlement administration will be paid, and from which Class Counsel's attorneys' fees and litigation expenses, as approved by the Court, will be paid. Defendant's insurer and DMPS shall deposit the Gross Settlement Amount with the Settlement Administrator within ten (10) business days of the Effective Date. Class Counsel will provide payment instructions for deposit of the Gross Settlement Amount into a common fund, which, to the extent necessary, shall be established and maintained by the Settlement Administrator as a Qualified Settlement Fund for federal tax purposes pursuant to Treas. Reg. § 1.468B-1. The Settlement Administrator, on behalf of the Settlement Class, shall be responsible for all administrative, accounting, and tax compliance activities in connection with the Qualified Settlement Fund, including any filing necessary to obtain Qualified Settlement Fund status pursuant to Treas. Reg. § 1.468B-1. There shall be no reversion to Defendant from the Gross Settlement Amount except as specifically provided herein.

21. Long Form Notice means the notice in substantially the same form attached hereto as Exhibit 4.

22. Net Settlement Fund means the amount of money remaining after the Gross Settlement Amount is reduced by the following amounts, as approved by the Court: (a) reasonable attorneys' fees; (b) litigation costs/expenses to Class Counsel; (c) the expenses of the Settlement Administrator; and (d) the Class Representatives' Service Payments.

23. Objection Deadline means the date the Court establishes as the deadline by which objections to the preliminarily approved Settlement must be filed with the Court by the Settlement Class. The Parties shall jointly request that this date shall be 60 days after the mailing of the Postcard Notice.

24. Postcard Notice means the postcards in substantially the same forms attached hereto as Exhibit 5, subject to Court approval, and which the Settlement Administrator will mail, via first class U.S. mail, to each member of the Settlement Class.

25. Preliminary Approval means an order from the Court granting preliminary approval of this Settlement Agreement such that notice can issue. The Parties shall propose the Preliminary Approval Order attached hereto as Exhibit 6.

26. Settlement Administrator means Atticus Administration.

27. Settlement Class means the following:

All African-Americans who from April 11, 2014 through December 12, 2018 were harmed by: (1) Des Moines Public Schools' practice of excluding applicants from employment based upon criminal background screening criteria without consideration of information relevant to whether the policy as applied to those applicants is job related and consistent with business necessity; or (2) Des Moines Public Schools' practice of excluding applicants from employment based upon whether or how thoroughly they disclosed their prior criminal conviction; or (3) both.

The Settlement Classes do not consist of any applicants who were statutorily barred from working for an Iowa school district due to their inclusion on abuse registries, any applicants who the Des Moines Public School District excluded solely because of non-criminal convictions such as arrests or traffic accidents, and any applicants who were hired by the Des Moines Public School District but only denied vehicle leases as a result of criminal conviction screenings. The class period is limited to April 11, 2014 through December 12, 2018.

Three subclasses are established. They are: (1) A subclass of the African American applicants harmed only by the Des Moines Public School District's practice of excluding applicants from employment based on criminal background screening criteria without consideration of information relevant to whether the policy as

applied to those applicants is job related and consistent with business necessity; (2) a subclass of the African American applicants harmed only by the Des Moines Public School District's practice of excluding applicants from employment based on whether or how thoroughly the applicants disclosed their prior criminal convictions; and (3) a subclass of those African American applicants who were harmed by both aspects of the District's criminal background check practice.

28. Settlement Class Members means all individuals who are a member of the Settlement Class who are not excluded from the settlement.

29. Settlement Website means a website to be established and maintained by the Settlement Administrator at a URL to be agreed upon as described below.

NO ADMISSION OF LIABILITY

30. Defendant does not admit any liability, and this Settlement Agreement shall not constitute an admission of liability by Defendant. Defendant is settling this dispute to avoid continued time and resource-consuming litigation and appeals which are likely to occur during this lawsuit that has been pending for over seven years where deadlines and trial were continued multiple times over Defendant's objections.

MONETARY SETTLEMENT

31. Monetary Payment: In exchange for the release of claims described below, Defendant shall pay the Gross Settlement Amount of \$1,500,000.00, which shall be distributed as discussed herein.

32. Allocation of Net Settlement Fund to the Settlement Class Members: The Net Settlement Fund shall be divided equally among the Settlement Class Members. The Net Settlement Fund will include a Reserve Fund of \$10,000 to be used to cover administrative issues or any other issues that may arise with respect to the settlement allocations during the notice period. Any unused portion of the Reserve Fund will be disbursed to the Settlement Class Members as part of their settlement payments as described herein.

33. Class Representative's Service Payments: Class Counsel will petition the Court for a \$40,000 service payment to Vernon Keith Robinson in consideration for service as a Class Representative, and a service payment of \$10,000 to Courtney Smith for services as a Class Representative. If approved by the Court, these service payments will be paid to the Class Representatives by the Settlement Administrator at the same time that the Net Settlement Fund checks are issued to the Settlement Class Members. This amount shall be in addition to the settlement allocation amounts paid to Plaintiffs pursuant to paragraph 32 above.

34. Attorneys' Fees and Costs: Class Counsel may apply to the Court for an award of fees and costs to be paid from the Gross Settlement Amount. The application for attorneys' fees shall be in a sum not to exceed 40% of the Gross Settlement Amount. Costs (i.e., litigation expenses, expert costs, etc.) shall be paid in addition to attorneys' fees in the amount in which they were or are incurred by Class Counsel and are approved for reimbursement by the Court. Defendant will not oppose the request. If approved by the Court, costs will be paid to Class Counsel by the Settlement Administrator at the same time the Net Settlement Fund checks are issued. Should the Court decline to approve any requested payment, or reduce such payment, the Settlement Agreement shall still be effective, and the unapproved amounts shall be redistributed to the Settlement Class Members.

35. Settlement Administrator's Expenses: Reasonable expenses of the Settlement Administrator shall be paid from the Gross Settlement Amount.

36. Redistribution and Cy Pres: Settlement Class Members shall have 180 days after checks are mailed to negotiate their checks. Thirty (30) days following the close of the check negotiation period, the Settlement Administrator shall, to the extent that it is practicable based on the amounts at issue, redistribute the uncashed amounts to the remaining Settlement Class

Members in the same proportions as described in paragraph 32 above and subject to an additional negotiation period. Thirty (30) days following the close of the final check negotiation period, the Settlement Administrator shall deliver any remaining amounts to the *Cy Pres* Recipients approved by the Court in the proportions described herein.

37. Taxes: The Settlement Administrator, on Defendant's behalf, will issue to each Settlement Class Member an IRS Form 1099 within the time required by law. The settlement payments to Settlement Class Members shall constitute payment for emotional distress and interest, with each Settlement Class Member receiving an IRS Form 1099. Class Representative Service Payments will be reported on an IRS Form 1099 issued by the Settlement Administrator on Defendant's behalf. All amounts allocated as attorneys' fees and costs will be paid to Class Counsel by wire and will be reported to Class Counsel on an IRS Form 1099 issued by the Settlement Administrator on Defendant's behalf.

38. Should any tax liability, interest, or penalties occur under federal or state law or regulations as a result of payments made pursuant to the Settlement Agreement, the Parties shall each bear their own responsibility for any such obligations. Class Counsel and the Settlement Class Members acknowledge that Defendant has not provided any tax advice.

39. Each Settlement Class Member shall be obligated to obtain their own independent tax advice concerning the proper income reporting and tax obligations regarding any and all payments they receive or obtain pursuant to this Settlement Agreement, and shall further assume the responsibility of remitting to the Internal Revenue Service or any other relevant taxing authorities any and all amounts required by law to be paid out of any monies received under this Settlement Agreement, without any contribution whatsoever from the Released Parties, Class Counsel, or the Qualified Settlement Fund maintained by the Settlement Administrator.

40. Nothing in this Agreement shall be construed as Defendant or Class Counsel providing any advice regarding the payment of taxes or the tax consequences of a Settlement Class Member's participation in any portion of this Settlement Agreement.

NON-MONETARY AGREEMENT

41. Non-Monetary Agreement: Beginning 30 days after the Effective Date, Defendant's pre-adverse action notices will include the following statement: Applicants may submit evidence of post-conviction rehabilitation for the District's consideration.

NOTICE AND RELATED PROCESSES AND OBJECTION REQUIREMENTS

A. NOTICE, WEBSITE, AND PHONE SUPPORT

42. Within twenty-one (21) days of Preliminary Approval, the Settlement Administrator shall mail the Postcard Notice to each Settlement Class Member via first class mail.

43. Prior to mailing the Postcard Notice, the Settlement Administrator shall utilize appropriate systems to verify and/or update the addresses for each Settlement Class Member.

44. Should any Postcard Notice be returned, the Settlement Administrator shall re-mail the Postcard Notice to the forwarding address, if any, and, if no forwarding address was provided, utilize any other legally available resource for the purpose of finding new addresses and remailing.

45. The Settlement Administrator will send the Electronic Notice to each Settlement Class Member at the same time as the Post Card Notices.

46. The Settlement Website will "go live" on the date that the Postcard Notices are mailed. The Settlement Website shall:

- a. Include the Long Form Notice;
- b. Provide Settlement Class Members with instructions on updating their contact information;

- c. Contain copies of the pleadings in this matter, including the operative Second Amended Petition, Defendant's Answer, this Settlement Agreement, Class Counsel's fee petition, and copies of any orders issued by the Court in connection with this Settlement Agreement, after they are filed;
- d. Provide a phone number through which questions can be directed;
- e. Provide a mailing address for the Settlement Administrator for the purposes of mailing objections;
- f. Set forth the procedures for objecting to the Settlement Agreement, including the Objection Deadline once ordered by the Court;
- g. Instruct Settlement Class Members regarding Confidentiality as set forth in the Confidentiality section of this Agreement, reflected in Paragraphs 52-53.
- h. Absent agreement by the Parties, not be taken down until the close of the payment collection period; and
- i. Be updated as appropriate regarding developments in the Action, such as the establishment of new deadlines by the Court or the filing of an appeal.

47. The Settlement Administrator will provide Class Counsel and Defendant with a sworn statement or declaration describing its efforts in the notice process, to be provided to the Court when the Parties seek Final Approval of the Settlement.

48. The Settlement Administrator will prepare and provide all notices required by this Settlement Agreement and the Settlement Website.

B. OBJECTION REQUIREMENTS

49. Objections: Any Settlement Class Member who wishes to object to the Settlement Agreement must file a timely written statement of objection with the Court, and mail a copy of that objection with the requisite postmark to the Settlement Administrator no later than the Objections Deadline. The Settlement Administrator shall transmit the objection to Class Counsel and Defendant's counsel within one (1) business day of receipt. The objection must state the case name and number; the basis for and an explanation of the objection; the name, address, telephone number, and, if there is one, the email address of the member of the Settlement Class making the objection; and a statement of whether they intend to appear before the Court at the hearing designated for objections, either with or without counsel. In addition, any objection must be personally signed by the member of the Settlement Class or, if represented by counsel, then by counsel. Any member of the Settlement Class who fails to make objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement Agreement. No member of the Settlement Class shall be entitled to contest in any way the approval of the terms and conditions of this Agreement or the Court's Final Approval Order or Final Judgment except by filing and serving written objections in accordance with the provisions of this Agreement. Any member of the Settlement Class who fails to object in the manner prescribed shall be deemed to have waived and shall be foreclosed forever from raising any objections to the Settlement. Class Counsel and Defendant agree that no payments or other consideration shall be provided to any objector to the Settlement or to their counsel for any objector to the Settlement in connection with the objector withdrawing an objection, foregoing the right to appeal an objection, or withdrawing an appeal unless such payment is disclosed to and approved by the Court.

50. Reduction in Gross Settlement Based on Objections: In the event any Settlement Class Member challenges the Settlement Agreement or related Court approval or otherwise attempts to opt out of the Settlement Agreement or challenge its enforceability prior to the Effective Date and obtains exclusion, Defendant has the right to revoke and/or rescind its agreement to the Settlement Agreement or reduce the Gross Settlement Amount by \$15,000 per excluded Settlement Class Member at its sole discretion.

RELEASE OF CLAIMS

51. Settlement Class Release: On the Effective Date of this Settlement Agreement, for the Gross Settlement Amount and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Class Representatives Keith Robinson and Courtney Smith shall fully release, waive, acquit, and discharge any and all claims each has or may have against the Released Parties. The Settlement Class Members shall fully release, waive, acquit, and discharge the Released Parties from any and all claims that are or could have been alleged in the Second Amended Petition. Such release applies to claims running from April 11, 2014, through the Effective Date.

CONFIDENTIALITY

52. Confidentiality: The Parties understand that settlement agreements with a public entity are not confidential and may be subject to disclosure under an open records request. Defendant understands that prior to settlement there have been numerous public statements, blogs, articles and public hearings on this matter and that no Settlement Class Member or Class Representative is responsible for any reporting or reliance upon those past statements. However, Settlement Class Members will be instructed to keep non-publicly available settlement terms confidential with the exception of disclosures to their present spouse, attorney, accountant, tax

advisor, or to persons as required by law and will be instructed that neither the Class nor Defendant was determined to be the prevailing party.

53. From the date of this Settlement Agreement and forward, neither Class Representatives nor any person, representative, attorney or Class Counsel, organization or other person or entity acting on their behalf will publicize the terms of this Settlement Agreement or the Action in any fashion, whether to the press, media, or on any website or social media platform, and agree that if contacted by the press or other third party about this Settlement Agreement or the Action, the response will be limited to: "The matter has been resolved, and I have no further comment other than what has been previously reported."

TIMING OF BRIEFING, FINAL FAIRNESS HEARING, AND PAYMENTS

54. Plaintiffs shall move for preliminary settlement approval by December 19, 2024 or as soon as practicable thereafter.

55. Class Counsel will file their Motion for Attorneys' Fees and Costs and Payment of the Settlement Administrator's Expenses no later than fourteen (14) days before the Objection Deadline.

56. Plaintiffs shall move for final settlement approval no later than two weeks (14 days) following the Objection Deadline and the Parties shall jointly request a fairness hearing as soon as is practicable.

57. As soon as is practicable but no later than five (5) business days following the payment of the Gross Settlement Amount, the Settlement Administrator shall mail the checks and wire the other amounts as described herein.

JURISDICTION AND SETTLEMENT CONTINGENT ON APPROVAL

58. Jurisdiction: The Parties shall request that the Court retain jurisdiction to enforce the Settlement Agreement.

59. Settlement Contingent on Final Approval: This Settlement Agreement is contingent upon final approval of a class action settlement on behalf of the Settlement Class described herein. This Settlement Agreement shall terminate and be of no further force or effect without any further action by the Parties if (i) DMPS exercises its discretion to revoke or rescind its agreement to the Settlement Agreement after one or more Settlement Class Members obtain exclusion from the Settlement Agreement; or (ii) the Court determines not to grant Preliminary Approval or Final Approval of the Class Settlement and the Parties do not agree to any changes to the Class Settlement required by the Court for approval or are unable or do not agree to obtain reconsideration and reversal or appellate review and reversal of any adverse decision by the Court regarding the Settlement Agreement; or (iii) the DMPS Board of Directors does not approve the Settlement Agreement. However, the Parties agree to act in good faith in order to accept any non-material and procedural changes to this Settlement Agreement if so required by the Court in connection with Preliminary Approval or Final Approval of the Settlement Agreement.

60. Upon Final Approval of this Settlement Agreement, the Action will be dismissed with prejudice in its entirety through the Final Approval Order attached hereto as Exhibit 6.

61. Settlement Modification: The Parties may agree by stipulation executed by counsel to modify the exhibits to this Settlement Agreement to effectuate the purpose of this Settlement Agreement or to conform to guidance from the Court about the contents of such exhibits without the need to further amend this Settlement Agreement. Any stipulation modifying the Settlement

Agreement must be filed with the Court and is subject to the Court's approval and final DMPS Board approval.

MISCELLANEOUS

62. The Parties agree that all terms of this Agreement are binding regardless of insurance or indemnification.

63. Authority: The signatories below represent they are fully authorized to enter into this Agreement and to bind the Parties.

64. Best Reasonable Efforts and Mutual Full Cooperation: The Parties agree to fully cooperate with one another to accomplish the terms of this Agreement, including but not limited to, executing such documents and taking such other actions as may be reasonably necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement Agreement will use their best reasonable efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary or ordered by the Court, or otherwise, to effectuate this Agreement and the terms set forth in it and to make it possible for distributions from the Gross Settlement Amount to be made as early as possible under the terms of this Settlement Agreement.

65. Entire Agreement: This Agreement, together with its exhibits, constitutes the full and entire agreement among the Parties with regard to the subject matter and supersedes all prior representations, agreements, promises, or warranties, written, oral, or otherwise. No party shall be liable or bound to any other party for any prior representation, agreement, promise, or warranty, oral or otherwise, except for those that are expressly set forth in or attached to this Agreement.

66. Non-Assignability: None of the Parties may assign, delegate, or transfer this Agreement or its rights and obligations under this Settlement Agreement. This provision is not

intended to affect payment of settlement amounts to the heirs or estate of any Settlement Class Member as otherwise allowed or required by law.

67. Construction: The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, arms-length negotiations between the Parties and that this Settlement Agreement will not be construed in favor of or against any party by reason of the extent to which any party or the party's counsel participated in the drafting of this Settlement Agreement.

68. Construction of Captions and Interpretations: Paragraph titles, captions, or headings in this Settlement Agreement are inserted as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision in it. Each term of this Settlement Agreement is contractual and is not merely a recital.

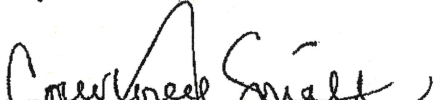
69. This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same Settlement Agreement. This Settlement Agreement may be executed by signature delivered by facsimile, PDF, text, or .jpg and need not be the original "ink" signature. A complete set of executed counterparts shall be filed with the Court. This Settlement Agreement shall become binding upon its execution by the Class Representatives their counsel, and Defendant's authorized representative.

IN WITNESS WHEREOF the Parties and their counsel have caused this Settlement Agreement to be duly executed.


Class Representatives and Class Counsel


Vernon Keith Robinson


Date: 3.20.25


Courtney Smith


Date: 3.13.25


Leonard Bates
Newkirk Zwagerman, P.L.C.

Date: 3-20-2025


Matt Morgan (Mar 20, 2025 15:36 CDT)
Matthew H. Morgan
Nichols Kaster, PLLP

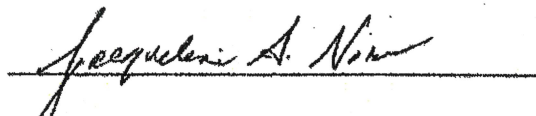
Date: Mar 20, 2025


Thomas Bullock (Mar 21, 2025 11:13 EDT)
Tom Bullock
Bailey & Glasser, LLP.

Date: 03/21/25

Defendant

Des Moines Public Schools


Jacquelyn A. Norris
Print Name

Date: 3/4/25