

SETTLEMENT AGREEMENT REGARDING ATTORNEY'S FEES AND COSTS

This Settlement Agreement Regarding Attorney's Fees and Costs ("Agreement") is entered into by and between the Plaintiff Oklahoma Association of Broadcasters ("OAB") and Defendants City of Norman, Oklahoma and the Norman Police Department ("Norman").

WHEREAS, OAB has filed its Motion for Attorney's Fees and Norman have responded to said Motion, and hearing on said motion is set for March 5, 2018 at 9:00 a.m.; and

WHEREAS, OAB and Norman wish to resolve and agree to an appropriate amount of fees and costs to which OAB is entitled under the Oklahoma Open Records Act, Okla. Stat. tit. 52, § 24A.17 (B)(2), and have remaining disputed claim without the need for and expense of further litigation.

NOW, THEREFORE, OAB and Norman, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. Norman will pay to OAB and its attorneys the sum of Sixty Thousand and no/100 Dollars (\$60,000.00) made payable jointly to OAB (tax i.d. # 73-1160370) and its attorneys, Doerner, Saunders, Daniel & Anderson, L.L.P. (tax i.d. # 73-0688245) delivered to such attorneys within 30 days of the execution by all the undersigned of this Agreement.
2. The Parties will ask the Court that the March 5, 2018 hearing be stricken.
3. OAB will dismiss the Lawsuit against the City of Norman with prejudice to refile within one week of its attorney's receipt of the payment described in Paragraph 1 above. The parties have agreed to stay all proceedings in the Lawsuit pending this resolution.
4. For the sole and only consideration referenced above, OAB hereby compromises and fully and forever settles, releases and discharges any and all claims, demands or causes of

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action, in law or in equity, known or unknown, which it may have against Norman or their respective parents, subsidiaries, employees, members, managers, agents, insurers, representatives, licensees, customers or distributors throughout the world, for its entitlement to attorney fees and costs.

5. OAB and Norman agree that current or future publication or availability for publication of the surveillance video by OAB or its member radio and television stations, in existing or future formats or forms is not and shall not be prohibited or restrained by this Agreement.

6. OAB hereby acknowledges and agrees that the purpose and intent of this instrument is to constitute a full and final settlement of all claims which it may have against Norman for attorney fees and costs arising from the Lawsuit.

7. The Parties agree not to make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, that defame, disparage or in any way criticize the personal or business reputation, practices, or conduct of the parties, their employees, directors or officers. The Parties acknowledge and agree that this prohibition extends to statements, written or verbal, made to anyone, including but not limited to, the news media or members of the public

8. OAB and Norman have had full opportunity to consult with and have the contents of this Agreement reviewed by their own private attorneys, and, by their signatures below, verify they have read this Agreement in its entirety and understand its legal and practical effect.

9. At any time and from time to time, the parties agree, at such party's expense, to take such actions and to execute and deliver such documents as may be reasonably necessary to effectuate the purposes of this Agreement.

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10. This Agreement constitutes the entire understanding of the parties and that all prior negotiations, if any, are superseded hereby. There are no understandings not expressly set forth herein. Each party acknowledges the final and binding effect of this Agreement. This Agreement is strictly enforceable and its provisions severable. In the event one or more parts are found to be unenforceable, the remaining provisions shall remain enforceable and the Court shall have the authority to reform this Agreement to the extent necessary to accomplish the intended goals within the law.

11. This Agreement may be executed in counterparts, each of which shall be deemed an original. This Agreement shall become effective only when all of the parties with signature lines below shall have executed the original or a counterpart thereof. This Agreement may be executed and delivered by a facsimile or email transmission of a counterpart signature hereof.

12. The parties shall act jointly to ensure that the Court before which the Lawsuit is pending shall retain jurisdiction of the matter solely for the purposes of effecting this settlement.

THE SIGNATORIES HERETO ACKNOWLEDGE THAT THEY HAVE READ THE FOREGOING AGREEMENT IN ITS ENTIRETY AND UNDERSTAND ITS LEGAL AND PRACTICAL EFFECT.

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Agreed to and dated this 1 day of March 2018.

Oklahoma Association of Broadcasters


Vance Harrison
President



S. Douglas Dodd, OBA #2389
DOERNER, SAUNDERS, DANIEL &
ANDERSON, L.L.P.
Two West 2nd Street, Suite 700
Tulsa, OK 74103
Telephone: (918) 591-5316
Facsimile: (918) 925-5316
sddodd@dsda.com

and

David McCullough, OBA No. 10898
DOERNER, SAUNDERS, DANIEL &
ANDERSON, L.L.P.
1800 N. Interstate Dr., Suite 211
Norman, Oklahoma 73072-3501
Telephone: (405) 319-3501
Facsimile: (405) 319-3509
dmccullough@dsda.com

*Attorneys for Plaintiff Oklahoma Association of
Broadcasters*

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Agreed to and dated this ____ day of February 2018.

City of Norman and the Norman Police Department

By _____
Lynne Miller, Mayor

ATTEST:

Brenda Hall, City Clerk

Rickey J. Knighton, II, OBA #17257
Jeanne M. Snider, OBA #19223
Kristina L. Bell, OBA #21597
City of Norman
Assistant City Attorneys
P.O. Box 370
201 West Gray
Norman, Oklahoma 73070
Rick.knighton@normanok.gov

*Attorneys for City of Norman
and Norman Police Department*