

RELEASE AND SETTLEMENT AGREEMENT

THIS RELEASE AND SETTLEMENT AGREEMENT, (“Agreement”) dated on this ____ day of _____, 2024, is made by and between A-1 TRANSIT INC. (hereinafter referred to as “A-1 Transit”) and the Chartiers Valley School District (hereinafter referred to as “Chartiers Valley”) (A-1 Transit and Chartiers Valley are cumulatively referred to as the “parties” herein).

WHEREAS, disputes have arisen between the parties, and an action was filed in the Allegheny County Court of Common Pleas at docket number GD-24-003660; and

WHEREAS, the parties wish to settle the issues between them for the consideration of \$56,685.00 dollars; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and sufficient consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto do mutually agree as follows:

1. The parties shall execute this Agreement in a reasonably timely manner.
2. After the execution of this Agreement and full approval by the Chartiers Valley School Board at a public voting meeting, Chartiers Valley shall remit a one-time payment to A-1 Transit, the sum of **FIFTY-SIX THOUSAND, SIX HUNDRED AND EIGHTY-FIVE DOLLARS and 00/100 (\$56,685.00)** to fully settle any and all claims by A-1 Transit.
3. A-1 Transit shall then praecipe to settle, satisfy, and discontinue the docket. A-1 Transit shall execute and file the necessary document(s) to settle, satisfy, and discontinue the action within thirty (30) days of both parties signing the agreement.
4. All parties will disclaim and disavow any existing rights or claims either party may have against the other regarding these transaction(s) or occurrence(s).
5. All parties release each other from all claims and suits each may have against the other regarding these transaction(s) or occurrence(s) whether filed or unfiled, known or unknown at the time of entering into this agreement.

6. Neither party makes any admissions by executing this Agreement.
7. Each of the above-name parties, their heirs, executors, administrators, agents, successors and assigns hereby fully releases and discharges the other party, their heirs, executors, administrators, agents, successors and assigns or anyone who might be claimed to be liable, none of whom admit any liability to the undersigned but all expressly deny any liability, from any and all claims, demands, damages, actions, causes of action, rights, costs, loss of service, expenses, compensation or suits of any kind or nature whatsoever, which the undersigned now have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen issues.
8. All parties further understand and agree that they, their families, heirs, officers, shareholders, employees, successors and assigns, and their attorneys shall not comment, either directly or indirectly, on any aspect of the matter at hand or any aspect of the facts of the lawsuit as it relates to the parties, other than to comment that the matter has been resolved. The parties further understand and agree that the representatives, and their attorneys shall not comment, either directly or indirectly, on any aspect of this matter as it relates or pertains to the parties, to any persons (other than financial representatives or accountants, or as directed by court order) or news media or in any way publicize or cause to be publicized in any news or communication media or social media. This confidentiality clause is mutual and intended to become a part of the consideration for the mutual execution of this Agreement.
9. This Agreement shall be considered to be jointly drafted and shall not be construed against either party.
10. For the purposes of this Agreement, a facsimile, duplicate, or scanned copy with an attached signature shall be considered valid as if it were an original document.

11. This Agreement shall be considered to be jointly drafted and shall not be construed against either party.

12. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together will constitute one agreement. For the purposes of this Agreement, a facsimile or scanned signature shall be valid as an original.

13. If any sentence, clause, section, or part of this Agreement is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Agreement.

14. **IN WITNESS WHEREOF**, the parties, intending to be legally bound, have executed this Agreement the day and year first above written.

A-1 TRANSIT INC.

Print: DAVID A SACHS JR

Signed: 

Date: 6-5-2024

CHARTIERS VALLEY

Print: Darren G. Mariano

Signed: _____

Date: June 25, 2024