

COMPLETE WAIVER/RELEASE AND SETTLEMENT AGREEMENT

MIKE ELK

vs.

ZACK LIGHTNING TANNER, PITTSBURGH NEWSGUILD, NEWSGUILD CWA, JON SHLEUSS, FATIMA HUSSEIN, and STEVE COOK, Case No. GD-21-007428

This Release and Settlement Agreement, hereinafter “Agreement,” is by and between Mike Elk, an adult individual hereinafter “Plaintiff,” and Newspaper Guild of Pittsburgh, the NewsGuild – TNG-CWA, and Communication Workers of America, on behalf of itself and its past, present and future affiliates, attorneys, agents, representatives, employees, and former employees and Zack Lightning Tanner, Jon Schleuss, Fatima Hussein, and Steve Cook, individually (hereinafter “Defendants”), collectively the “Parties.”

WHEREAS, Plaintiff filed an action in the Allegheny County Court of Common Pleas, Case No. GD-21-007428 alleging certain claims and Defendants denied those claims (hereinafter “the Legal Matter”).

WHEREAS, the terms of this Agreement are the result of mutual negotiations and compromise between Defendants and Plaintiff and reflects a desire of the Parties to enter into this Agreement to resolve all disputes and claims between them.

NOW THEREFORE, for the consideration of the mutual promises, covenants, and conditions contained herein and other valuable consideration, the sufficiency of which is hereby acknowledges, the Parties agree as follows:

1. **No Admission of Liability**: Plaintiff and Defendants acknowledge and agree that the Parties are entering into this Agreement to avoid the costs and risks of further litigation and to amicably settle all differences between them, and that neither this Agreement nor the furnishing of this consideration for this Agreement shall be deemed or construed as an admission by Defendants of any liability, or violation.
2. **General Release and Covenant Not to Sue**: In consideration of the obligations undertaken herein by Defendants, Mike Elk, hereby expressly releases, acquits and forever discharges Defendants, itself and its past, present, and future affiliates, attorneys (Willig, Williams & Davidson and Jubelirer, Pass and Intieri, P.C.), agents, representatives, employees, and former employees, and all persons acting by, through, under or in concert with any of them, and each of them (referred to collectively as the “Defendant Releasees”), of and from any and all claims, demands, complaints, liabilities, causes of action, controversies, damages, charges, agreements, promises, obligations, rights, actions, remedies, suits, injuries, debts, expenses, and claims for attorneys’ fees, whether at law or in equity, of any kind or nature whatsoever, whether asserted or unasserted, whether known or unknown, whether disclosed or undisclosed, and whether

suspected or unsuspected, which Mike Elk now has, owns or holds, or claims to have, own or hold, or which Mike Elk at any time had, owned or held, or claimed to have had, owned or held, against the Defendant Releasees, and each or any of them, from the beginning of time up to and including the date Mike Elk executes this Agreement, including, but not limited to (a) any and all claims or rights under federal (including but not limited to the NLRA, LMRA, and LMRDA), state or local laws, regulations, ordinances or common law claims and (b) all claims of every nature and kind made or which have been presented in the matter of *Mike Elk v. Zack Lightning Tanner et al.*, Case No. GD-21-007428.

By signing this Agreement, Mike Elk promises, covenants and agrees to the fullest extent permitted by law, to withdraw the complaint in the Legal Matter with prejudice, and never to commence, aid in any way, prosecute or cause to be commenced or prosecuted any action or other proceeding based upon any claims, demands, causes of action, obligations, damages or liabilities which are released by this Agreement.

3. **Consideration**: In consideration for the complete execution of this Agreement and the withdrawal, with prejudice, of Plaintiff's complaint in the Legal Matter, Case No. GD-21-007428, the Defendants shall provide a Ten Thousand Dollar (\$10,000.00) donation to Casa San Jose in Pittsburgh, PA. The payment shall be made after execution of this Agreement by the Parties and within fourteen (14) days after the Plaintiff withdraws his complaint with prejudice in the Legal Matter from the Allegheny Court of Common Pleas and the Court dismissed the Legal Matter. A copy of which is attached as Exhibit A to this Agreement.
4. **Governing Law/Jurisdiction**. This Agreement and any disputes arising in connection with it shall be governed in all respects by and construed in accordance with the substantive laws of the Commonwealth of Pennsylvania, without regard to the principles of conflicts of law. The federal and state courts located in the Commonwealth of Pennsylvania shall have sole and exclusive jurisdiction over any dispute arising out of or relating to this Agreement.
5. **Entire Agreement**. This Agreement is the entire agreement between the Parties. No modification, amendment or waiver of any of the provisions of this Agreement shall be effective unless in writing and signed by the Parties.
6. **Counterparts**. This Agreement may be executed in any number of counterparts with the same effect as if all Parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one Agreement.

In Witness Whereof, the Parties hereto have executed this Agreement as of the date and year set forth below.

(SIGNATURES ON NEXT PAGE)