

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (“Agreement”) is made by and between Robert Schilling (“Petitioner”) and Jaunt, Inc. (“Respondent”) (collectively, the “Parties”). The Agreement will become effective on the date that counsel for Respondent receives Petitioner’s executed copy of the Agreement.

RECITALS

- I. Petitioner alleges that Respondent is subject to Virginia’s Freedom of Information Act (“VFOIA”) and seeks certain financial records from Jaunt related to expenses paid and/or reimbursed by Jaunt concerning former Jaunt CEO Brad Sheffield, as well as violations of statutes and/or internal Jaunt policies related to those expenses (the “Dispute”).
- II. On January 4, 2021, Petitioner filed an action in Charlottesville City General District Court, styled *Robert Schilling v. Jaunt, Inc.*, Case No. GV21000007-00 (the “Lawsuit”). Petitioner seeks “all submitted travel reimbursement requests from Jaunt executives for travel in the year 2018.” As part of the lawsuit, Plaintiff seeks injunctive relief and attorneys’ fees.
- III. The Parties desire to enter into this Agreement in order to provide for a full and final settlement and complete discharge of any and all claims which have arisen or which may arise in the future from the Dispute against Respondent and its agents, subsidiaries, divisions, affiliates, directors, officers, employees, shareholders, successors, heirs, representatives, assignees, insurers, and attorneys (collectively, “the Released Parties”) upon the terms and conditions set forth herein.
- IV. Respondent enters into this Agreement without any admission of fault or liability on their part or that of the other Released Parties relating to the Dispute or any of the claims actually asserted or which could have been asserted in the Lawsuit arising from or related to the Incident.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing and of the mutual agreements, promises, covenants, and general release set forth below, and for and in consideration of a lump sum payment of four thousand dollars and zero cents (\$4,000.00), paid by or on behalf of the Released Parties to Petitioner, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows (the “Settlement Payment”):

- a. **General and Complete Release.** In consideration of the production of documents and payment recited herein, Petitioner, individually and on behalf of all of his agents, heirs, personal representatives, estates, survivors, descendants, insurers, attorneys, administrators, successors, and assignees, hereby fully and finally releases, acquits, and forever discharges Respondent and the other Released Parties

from and against any and all known or unknown claims, rights, liens, demands, and causes of action of any kind and every nature whatsoever that Petitioner has ever had, or may ever have, whether known or unknown as of the date of this Agreement, for personal injuries, requests for documents, and all other damages arising out of, to arise out of, or connected with, directly or indirectly, (1) the Dispute; and (2) all requests for records and all other damages that were asserted or could have been asserted in the Lawsuit arising from or related to the Dispute (“Released Matters”).

- b. **Unknown Facts.** It is expressly understood and agreed by the parties that this Agreement is intended to and does cover any and all losses, damages, and claims, whether direct or indirect, known or unknown, suspected or unsuspected by Petitioner arising out of the Incident. Petitioner acknowledges that he may hereafter discover facts or circumstances different from, or in addition to, those which are now known to be or believed to be true with respect to her injuries and the Incident, and agrees that this Agreement and the release contained herein shall be and remain effective in all respects, notwithstanding such different or additional facts or circumstances and the subsequent discovery thereof, forever.
- c. **Production of Documents.** In consideration of the general release set forth in paragraph (a) above, Respondent agrees to produce to Petitioner with fourteen (14) days of execution and return of this Agreement to counsel for Respondent: all documents reflecting “good, services, and travel” that Jaunt’s 2020 audit (as previously produced to Petitioner) determined were violative of JAUNT’s internal control policies for Fiscal Year 2020 and as identified on page 32 of the audit. Petitioner agrees to reimburse Jaunt for its reasonable costs incurred to reproduce the records.
- d. **Payment.** In consideration of the general release set forth in paragraph (a) above, Petitioner agrees to pay to Petitioner four thousand dollars and zero cents (\$4,000.00) on behalf of the Released Parties, upon execution and return of this Agreement to counsel for Respondent, in full and final settlement of Petitioner’s claim for attorneys’ fees.
- e. **Costs.** Each of the parties will pay all costs, expenses, and attorneys’ fees above those identified in paragraph (d) above which the party incurred in prosecuting or defending Petitioner’s claims and reaching this Agreement and which may be incurred in the future in order to carry out the terms of this Agreement, without seeking any reimbursement from the other party.
- f. **Settlement Not an Admission of Liability.** Petitioner agrees that the releases contained herein, and payment pursuant to this Agreement, are not to be construed as an admission of liability, including the applicability of VFOIA to Jaunt, or violation of statutes or standards, or fault of any kind whatsoever on the part of Respondent or any of the other Released Parties, but rather are to be construed strictly as a compromise and settlement of all disputes known and presented as of the date of this Agreement, between Petitioner and the Released Parties, for the

purpose of avoiding further controversy, litigation, and expense relating to the Dispute. Petitioner further agrees that all claims or allegations related to the Dispute have been and are expressly denied by Respondent and the other Released Parties.

- g. **Dismissal with Prejudice.** As consideration for the promises and covenants set forth herein, Petitioner will sign a Consent Dismissal Order to be filed with the Court, dismissing all claims asserted and alleged in the Lawsuit, with prejudice. From and after the execution of this Agreement, the Parties agree to take no further action to prosecute the Lawsuit or any other Released Matter. Petitioner warrants that he has filed no other action against Respondent or any affiliate or related entity as a result of the Dispute.
- h. **Cooperation.** The Parties hereto agree to cooperate fully, to execute any and all supplemental documents, and to take any additional action that may be necessary to give full force and effect to the basic terms and intent of this Agreement, and which are not inconsistent with its terms.
- i. **No Representations.** Petitioner admits that no statement of fact or opinion has been made by Respondent, or by anyone acting on behalf of Respondent or any of the Released Parties, to induce execution of this Agreement, other than as expressly set forth in this Agreement, that he obtained legal counsel of his own choice and has consulted such legal counsel regarding the legal effect of signing this Agreement, and that this Agreement is executed freely. Petitioner further agrees that settlement of his claims against Respondent and the other Released Parties is in good faith.
- j. **Warranties.**

Petitioner represents and warrants that:

1. Petitioner has the right, authority, and mental and physical capacity to execute this Agreement and to receive the consideration specified in it;
2. No other person or entity has or will have any interest in the claims, demands, obligations, and causes of action referred to in this Agreement;
3. Petitioner has not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, and causes of action referred to in this Agreement;
4. There are no other persons or entities who now have or may hereafter acquire the rights of Petitioner to proceed against Respondent or any of the Released Parties on any action, claim, demand, cause of action, or controversy concerning, arising out of or relating in any manner whatsoever to the Dispute and any of the claims, demands, obligations, or causes of action referred to in the Lawsuit and in this Agreement; and

- k. **Binding Effect.** This Agreement shall be binding on and inure to the benefit of Petitioner, and the Released Parties and their respective successors, purchasers, assigns, heirs, and survivors.
- l. **Complete Agreement.** This Agreement constitutes and represents the entire agreement. It supersedes all prior and contemporaneous agreements, negotiations, representations, warranties, and understandings of the parties with regard to the subject matter set forth herein, except that this agreement shall not be construed to affect Mr. Schilling's rights vis-a-vis JAUNT and any documents requested subsequent to the date of this agreement under the Virginia Freedom of Information Act unrelated to the Dispute, including any request for documents reflecting costs JAUNT incurred after realization that its internal controls had been violated.
- m. **Supplements, Modifications, Amendments, and Waiver.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the parties. No waiver of any provisions of this Agreement shall be deemed or constitute a waiver of any other provision; nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless set forth in writing signed by the party making the waiver.
- n. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable on any occasion or in any circumstance, such holding shall not be deemed to render this Agreement invalid or unenforceable, and to that extent the provisions of this Agreement are severable; provided, however, that this provision shall not preclude a court of competent jurisdiction from refusing to sever any provision if severance would be inequitable to one or more of the Parties.
- o. **Interpretation, Construction, and Venue.** Should any provision of this Agreement require interpretation or construction, this Agreement shall be interpreted and construed according to the laws of the Commonwealth of Virginia, without resort to its conflict-of-law provisions, and without any presumption that its provisions are to be construed against the party whose agents or attorneys prepared it. Any disputes regarding the performance shall be adjudicated exclusively by a court sitting in Virginia.
- p. **Execution in Counterparts.** This Agreement may be executed in one or more original counterparts. All counterparts bearing one or more original signatures shall, together, be and constitute one instrument, and all such counterparts shall be considered duplicate originals.
- q. **Taxation.** Petitioner acknowledges that Respondent has made no representations about the tax consequences of the settlement and understands that he is responsible for any state and federal tax consequences of the Settlement Payment.
- r. **Confidentiality.** The Parties agree that the negotiations leading to the terms of this Agreement shall remain confidential and shall not be disclosed to any person,

except as required by law. Upon ratification of this Agreement, the Parties, and their respective agents, officers, directors, employees and contractors, agree not to disclose any statement made during negotiations.

Printed Name:

Title:

Jaunt, Inc.

COMMONWEALTH OF VIRGINIA)

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COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, personally appeared _____, to me known, or proved to me on the basis of satisfactory evidence to be the person described herein, and who executed the foregoing instrument, acknowledged that s/he executed the same as her/his own free act and deed.

Witness my hand and seal, this _____ day of _____, 2021.

Notary Public

My commission expires: _____