

## SETTLEMENT AGREEMENT AND RELEASE

Judiciocracy, LLC and Coalition Opposing Governmental Secrecy v. Woodridge School District  
68, Case No.: 2025CH000306

In the Eighteenth Judicial Circuit Court of DuPage County, Illinois

This Settlement Agreement and Release (“Settlement” or “Agreement”) is entered into by and between Plaintiffs Judiciocracy LLC and Coalition Opposing Governmental Secrecy (“Plaintiffs”) and Defendant Board of Education of Woodridge School District 68 (“Defendant”), in the above-referenced case 2025CH000306 now pending in the Eighteenth Judicial Circuit Court of DuPage County, Illinois (the “Lawsuit”). Plaintiffs and Defendant are each referred to individually as “Party” and collectively as the “Parties.”

**Whereas**, Plaintiffs originally submitted their request (“Request”) on November 21, 2025, seeking, *inter alia*, the items mentioned in the Complaint in the above-referenced Case and documented in Exhibit A. But, Plaintiffs assert that Defendant failed to respond adequately to Plaintiffs’ request;

**Whereas**, Plaintiffs filed the Lawsuit alleging certain violation of the Illinois Freedom of Information Act (“FOIA”), currently pending in the Eighteenth Judicial Circuit Court of DuPage County, Illinois, captioned *Judiciocracy LLC and Coalition Opposing Governmental Secrecy v. Woodridge School District 68*, Case No. 2025CH000306;

**Whereas**, Defendant denies any and all allegations of wrongdoing and violations of law, including but not limited to those set forth in the Lawsuit; and

**Whereas**, the Parties desire to avoid further litigation and its related costs, fees, and inconvenience and wish to fully resolve, settle and compromise any and all claims that were raised, or could have been raised, which Plaintiffs have now or may have had in the past arising out of or in any way related to the allegation of the Lawsuit.

**Now, therefore** in consideration of the mutual agreement set forth below, the parties agree as follows:

1. Plaintiffs, on behalf of themselves and their successors, predecessors, executors, heirs, administrators, and assigns, hereby releases and forever discharges Defendant and its respective parents, subsidiaries, affiliated entities, officers, directors, shareholders, partners, members, trustees, principals, agents, representatives, employees, insurers, reinsurers, and attorneys as well as the heirs, predecessors, successors, and assigns thereof (the “Defendant Releasees”), all in their capacities as such, from any and all obligations or claims, known or unknown, that they have had or might have had, arising out of or related to the Lawsuit, however denominated.

2. Plaintiffs hereby release the Defendant Releasees from any and all claims arising out of, or related to the Lawsuit’s, claims arising out of Illinois’ Freedom of Information Act (“FOIA”), as codified at 5 ILCS § 140/1, *at seq.*, or any other federal, state, or local statute, regulation, or common law that existed at the time the Lawsuit was filed; (2) any claims for civil penalties arising under FOIA’s Section 140/11(j); and (3) any claims, potential claims, or future claims attorney’s fees and costs arising under FOIA’s Section 140/11(i).

3. Plaintiffs, for themselves, their heirs, assigns, and executors hereby covenant not to sue or otherwise initiate against the Defendant or against any of the Defendant Releasees any new legal or administrative proceedings, claims, or causes of action, whether known or unknown, arising out of or in any way connected to the facts or circumstances giving rise to the Lawsuit. Plaintiffs further warrant that, other than the Lawsuit, they have not filed or initiated any claims of any type against the Defendant or Defendant Releasees with any court, governmental or administrative agency based out of, or in any way growing out of, the events underlying the Lawsuit. This Agreement may be introduced as evidence at any legal proceeding as a complete defense to any claims asserted by Plaintiffs, for themselves, their heirs, assigns, and executors against the Defendant or against any Defendant Releasee which exists as of the date of this Agreement.

4. Plaintiffs acknowledge and agree that the aforementioned general release includes any and all claims that may arise out of facts that are different from or in addition to those which Plaintiff may now know or believe or exist against Defendant Releasees arising on or before the date that Plaintiff signs this Agreement as related to the Request in the Lawsuit. Plaintiff further waives any right to recovery of attorneys' fees, attorneys' liens, costs, and any other remedy that could have been sought in connection with any of the claims released.

5. Procedure Concerning the dismissal and resolution of the Litigation.

a. **DISMISSAL UPON SATISFACTION:** Plaintiff acknowledges that Defendant has previously made a satisfactory production of all documents requested in the FOIA request at issue in the Lawsuit and that Plaintiff accepts the redacted material.

b. **This Is A Material Term Necessary For The Consummation Of This Agreement.** Within thirty (30) days of the Effective Date (see IRS Form W-9 from Plaintiffs' Attorney, Legal Solved LLC and ACH Payment Instructions Attached), Defendant shall make and deliver to Plaintiffs' Attorney via ACH,, a payment totaling **Two Thousand Nine Hundred Thirty-eight Dollars And Six Cents (\$2,938.06) payable to "Legal Solved LLC"** for Plaintiffs' attorneys' fees and costs (collectively, the "Settlement Payments"). Defendant will not take any withholdings from the Settlement Payments. The Settlement Payments are the total amounts payable to Plaintiffs and Legal Solved LLC under this Agreement, and no additional payment shall be made by Defendant with respect hereto. Defendant's obligations to Plaintiffs with respect to the Settlement Payments shall be fully and forever discharged upon Defendant's delivery of the Settlement Payments. Legal Solved LLC will be solely responsible for any taxes to which they are subject as a result of receipt of the Settlement Payments. Within five business days of receipt of Settlement Payments, Plaintiffs agree to file a stipulation to dismiss Lawsuit with prejudice, without costs or attorneys' fees to either Party.

6. Plaintiffs and their counsel assume responsibility for any federal, state, and local income tax liability for any monies paid to them pursuant to this Agreement. If any governmental body determines that any taxes are owed on those monies, Plaintiffs expressly represent that they will pay such amounts. The Defendant makes no representations or warranties about the tax consequences of any monies paid pursuant to this Agreement. Plaintiffs agree to indemnify and hold the Defendant harmless from any and all liability, including, without limitation, all penalties, interest and other costs

that may be imposed by the Internal Revenue Service or any other governmental agencies regarding any tax obligations that may arise from the monetary payment made by the Defendant under this Agreement.

7. As for itself, each Party represents and warrants to the other as follows:
  - a. It has received independent legal advice from attorneys of its own choice with respect to the advisability of making the settlement provided for herein and with respect to the advisability of executing this Agreement, and prior to the execution of this Agreement thereby, its attorneys have reviewed this Agreement. Neither Party will be entitled to have any language contained in this Agreement construed against the other because of the identity of the drafter.
  - b. Except as expressly stated in this Agreement, the other Party has made no statement or representation to the other regarding any fact relied upon by it in entering into this Agreement, and it specifically does not rely upon any statement, representation, or promise of the other Party in executing this Agreement, or in resolving the disputes as provided for herein, except as expressly stated in this Agreement.
  - c. Together with its attorneys, each Party has made such investigation of the facts pertaining to the resolutions provided for in this Agreement, and of all the matters pertaining hereto, as it deems necessary.
  - d. The terms of this Agreement, including the WHEREAS clauses, are contractual, not a mere recital, and this Agreement is the result of negotiation between the Parties.
  - e. This Agreement has been carefully read by, the contents hereof are known and understood by, and it is signed freely by, each Party.
  - f. Each Party has the power and authority to enter into and perform this Agreement, and the execution and performance of this Agreement have been duly authorized by all requisite corporate action.
  - g. The individual signing this Agreement has the power and authority to execute this Agreement on its behalf.

8. Each Party further agrees that it has read and understands that this Agreement contains releases, and that it intends and agrees to be legally bound by the same.

9. This Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of the Parties, and each of them. Except as expressly provided herein, however, this Agreement is not intended to and does not constitute a third-party beneficiary contract.

10. If any non-material provision of this Agreement is found to be void or unenforceable, that provision shall be deemed to be deleted from this Agreement, and the remaining provisions of this Agreement shall continue in full force and effect.

11. This Agreement may be executed in two or more counterparts and may be

exchanged by facsimile or electronic transmission (email), each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

12. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and is the final, complete, and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations, and understandings of the Parties, oral or written, expressed or implied, are superseded.

13. This Agreement may not be modified or amended except in writing signed by both Parties or their respective successors or assigns, as the case may be.

14. This Agreement shall be governed by, and the provisions hereof shall be interpreted in accordance with, the substantive law of the State of Illinois. Any dispute arising under this Agreement shall be brought in a Federal District or State Circuit Court in the State of Illinois. Moreover, the prevailing party under any dispute to enforce this agreement shall be entitled to have their attorney's fees and costs reimbursed by the other Party.

**Wherefore**, Defendant having reviewed the terms and conditions of this Settlement Agreement, it has elected to resolve this Lawsuit under the procedure outlined in Section 3 (*circle/select one*)

**DISMISSAL UPON SATISFACTION**

In witness hereof, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

Effective Date:

For Plaintiffs [Plaintiffs]	For Defendant [Defendant]
By: <u><i>[Handwritten Signature]</i></u>	By: _____



Edward "Coach" Weinhaus  
Adam Florek  
LegalSolved LLC, FOIASolved Division  
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**EXHIBIT 1**  
**LegalSolved LLC W9**

**Request for Taxpayer  
Identification Number and Certification**  
Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

**1** Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

**LegalSolved LLC**

**2** Business name/disregarded entity name, if different from above.

**3a** Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor     C corporation     S corporation     Partnership     Trust/estate

LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

Other (see instructions)

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the United States.)

**3b** If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. . . . .

**5** Address (number, street, and apt. or suite no.). See instructions.

**11500 Olive Blvd Suite 133**

**6** City, state, and ZIP code

**Creve Coeur, MO 63141**

**7** List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

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or

Employer identification number

8	6	-	1	5	7	3	2	8	9
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**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**    Signature of U.S. person    **/s/Edward Weinhaus/s/**    Date    **9/19/2024**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

# EXHIBIT 2

## LegalSolved LLC Payment Instructions

ACH: Account Holder: LegalSolved LLC  
ACH routing [121000358](#) Bank of America  
IOLTA Account Number: [3251 3250 4421](#)

Wire Routing: [026009593](#)  
SWIFT Code: BOFAUS3N

Bank of America  
1340 Encinitas Blvd, Encinitas, CA 92024 Phone: [\(760\) 943-6168](#)

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