

The Budget Workshop Meeting of the Board of Education of Madison Central School was held on March 7, 2023 at 6:00 pm in the library.

**MEMBERS PRESENT:** Mr. Tobias Abrams  
Mrs. Laura Billings  
Ms. Jessica Clark  
Mrs. Jennifer Lavoie  
Mr. Brett Reiter  
Mr. Jona Snyder

**MEMBERS ABSENT:** Ms. Jennah Turner

**OTHERS PRESENT:** Mr. Jason Mitchell, Superintendent  
Mr. Brian Latella, Director of Curriculum  
Mrs. Melanie Brouillette, Treasurer  
Ms. Tracey Lewis, District Clerk

- I. Call to Order
  - a. Mrs. Lavoie, president, called the meeting to order at 6:04 pm.
- II. Agenda Additions
- III. Consent Agenda
  - a. Approval of Agenda for this meeting

**MOTION # 1 - APPROVAL OF AGENDA**

ON THE MOTION of Mr. Snyder, seconded by Mrs. Billings, the Board moved to approve the agenda for this meeting. Motion carried 6 yes, 0 no.

- b. Approval of Minutes
  - 1. February 14, 2023 Regular Meeting Minutes

**MOTION # 2 - APPROVAL OF MINUTES**

ON THE MOTION of Mr. Snyder, seconded by Mrs. Billings, the Board moved to approve the February 14, 2023 Regular Meeting Minutes. Motion carried 6 yes, 0 no.

- IV. Public Forum
  - a. None
- V. Budget Discussion
  - a. Mrs. Brouillette provided information on the current budget status for the 2023-24 school year.
- VI. Discussion Items
  - a. Mr. Mitchell shared information regarding the Smart Bond updates planned.
- VII. Approval Items
  - a. Nomination for the BOCES Board

**MOTION # 3 - APPROVAL OF NOMINATION FOR BOCES BOARD**

ON THE MOTION of Mr. Snyder, seconded by Mrs. Billings, the Board moved to nominate Richard Engelbrecht as the Madison Central School M-O BOCES representative. Motion carried 6 yes, 0 no.

- VIII. Board of Education Discussion Items
  - a. None

- IX. New Business
  - a. Personnel
    - 1. Leave Request
      - a. Jessie Rocker - Unpaid Leave for March 9, 2023
      - b. Courtney Heim - Unpaid Leave for February 16th pm and 17th all day, 2023

**MOTION # 4 - APPROVAL OF LEAVE REQUESTS**

ON THE MOTION of Mrs. Billings, seconded by Ms. Clark, the Board moved to approve the unpaid leave requests of Jessie Rocker for March 9, 2023 and Courtney Heim for February 16, 2023 in the afternoon and all day February 17, 2023. Motion carried 6 yes, 0 no.

- X. Correspondence
  - a. A letter of appeal from a student's family was shared.
- XI. Question & Answer Opportunity
  - a. None
- XII. Executive Session

**MOTION # 5 - ENTER EXECUTIVE SESSION**

ON THE MOTION of Mr. Snyder, seconded by Mr. Abrams, the Board moved to enter into Executive Session at 6:28 pm to discuss the long term suspension of a particular student. Motion carried 6 yes, 0 no.

- XIII. Adjourn Executive Session

**MOTION # 6 - ADJOURN EXECUTIVE SESSION**

ON THE MOTION of Mr. Snyder, seconded by Mr. Reiter, the Board moved to adjourn Executive Session at 7:04 pm. Motion carried 6 yes, 0 no.

- XIV. Adjournment

**MOTION # 7 - ADJOURNMENT**

ON THE MOTION of Mr. Snyder, seconded by Mr. Reiter, the Board moved to adjourn for the evening at 7:05 pm. Motion carried 6 yes, 0 no.

**RESOLUTION AUTHORIZING PARTIAL SETTLEMENT OF VAPING LITIGATION**

**WHEREAS**, in recent years the use and abuse of e-cigarettes and vaping devices increased dramatically among high school and middle school students, leading to significant risks of addiction and potentially life-threatening respiratory ailments; and

**WHEREAS**, students attending the Madison Central School District (the "School District") have not been immune to this phenomenon with the School District observing students using e-cigarettes and vaping devices in school and on school grounds; and

**WHEREAS**, the use of e-cigarettes and vaping devices by students has caused the School District to incur costs in the form of staff time, disciplinary proceedings, and other costs, with the expectation that these costs will only increase unless and until student use of these devices decreases and stops; and

**WHEREAS**, the School District authorized the law firms of Ferrara Fiorenza PC, and the Frantz Law Group, APLC, to initiate litigation against Juul Labs, Inc. and other parties by board resolution relating to the production, marketing, sale, and distribution of e-cigarettes and vaping devices; and

**WHEREAS**, the litigation involved more than 1400 U.S. public school districts across more than 25 states; and

**WHEREAS**, a tentative settlement has been reached with Defendant Juul Labs, Inc. and certain individual board members, directors, executives and parties with whom Juul Labs, Inc. has indemnity agreements; and

**WHEREAS**, litigation against Altria and remaining defendants will continue; and

**WHEREAS**, partial settlement means the School District would forever release all claims against Juul Labs and the other released entities; and

**WHEREAS**, in return, the School District would receive certain cash payments; and

**WHEREAS**, the amount that the School District receives will be based on a final allocation framework recommended by the court-appointed Special Master Thomas Perrelli with the allocation framework for all governmental entities including factors such as population and litigation risk and be no less than \$9,572 for the School District; and

**WHEREAS**, an initial payment of approximately 54% of the settlement amount is anticipated to be paid by late 2023; and

**WHEREAS**, the remaining payments will be made in four installments anticipated in late 2023, 2024, 2025 and 2026; and

**WHEREAS**, the Board of Education (the "Board") has determined it is necessary, advantageous, desirable, and in the public interest and the best interests of the School District that it settle this litigation against Juul Labs, Inc. and continue the litigation against remaining other parties involved with e-cigarettes and vaping devices.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Education of the School District, as follows:

1. The Board authorizes the partial settlement of the vaping lawsuit against defendant Juul Labs, Inc. and certain individual board members, directors, executives and parties with whom Juul Labs, Inc. has indemnity agreements.
2. A Settlement with the substantive terms contained herein is hereby approved in substantially the form reviewed by the Board and together with such minor modifications as are deemed necessary by the School District's attorneys and administrators to protect the best interests of the School District.
3. The Board President, Superintendent and their designee(s) are hereby authorized to finalize, sign and enter into the Settlement Agreement on behalf of the School District



and take all actions and execute all documents necessary or appropriate to carry out the intent of this Resolution.

4. This Resolution shall take effect immediately.

**Dated:** \_\_\_\_\_

\_\_\_\_\_  
**District Clerk**



# FERRARA FIORENZA PC

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KEGAVETT@FERRARAFIRM.COM

## PRIVILEGED AND CONFIDENTIAL

February 22, 2023

### *Via E-Mail Only*

Jason Mitchell, Superintendent of Schools  
Madison Central School District  
7303 Route 20  
Madison, New York 13402

**Re: *Settlement Offer for Claims Against JUUL Labs, Inc.***

Dear Jason:

We are pleased to inform you that pursuant to the recently announced settlement with JUUL Labs, Inc. ("Juul"), Madison Central School District is eligible to receive a gross offer of \$9,572 to resolve its claims against Juul.<sup>1</sup> We recommend accepting the settlement, as it is our belief it represents the best opportunity for the School District to receive compensation from Juul.

In the next couple days, the School District will receive an email from a settlement administration company (Milestone). That email will provide the School District with online access to the enclosed settlement materials, and directions for accepting the settlement, as described below.

Below are the steps which must be completed if your Board of Education chooses to accept the settlement:

1. Board resolution authorizing the settlement.
  - o If the Board is in agreement with our recommendation, this resolution should be passed at a meeting scheduled **before April 3<sup>rd</sup>**, and the executed resolution should be: (1) submitted to Milestone via the online portal as directed in the Milestone email the School

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<sup>1</sup> From that amount, attorneys' fees of 25%, case costs, and the court-ordered Common Benefit Expense assessment will be deducted. The Judge assigned to this case is expected to order a Common Benefit Expense assessment of between 7%-10%. This amount is deducted from each participant's award, and paid to the law firms that prepared for trial in the "bellwether" cases (i.e. the first cases scheduled for trial), and is intended to cover these law firm's expenses.

District will receive shortly; and (2) for our files, a copy should be returned to Joan Burdick by email at [jburdick@ferrarafirm.com](mailto:jburdick@ferrarafirm.com).

2. Release form.

- If the Board approves the settlement, the enclosed release form should be executed by the Superintendent, and the executed release should be (1) submitted to Milestone via its online portal; and (2) for our files, a copy should be returned to Joan Burdick by email at [jburdick@ferrarafirm.com](mailto:jburdick@ferrarafirm.com).

3. This letter should be executed by the Superintendent where indicated below.

- The signed letter should be (1) submitted to Milestone via its online portal; and (2) for our files, a copy should be returned to Joan Burdick by email at [jburdick@ferrarafirm.com](mailto:jburdick@ferrarafirm.com).

If you choose to proceed with the settlement, please return all signed documents as soon as possible. You must return ALL PAGES of the documents so that the processing of the claim will not be delayed. Also enclosed for informational purposes are:

- “JUUL School District Allocation Approach” document;
- “Description of Confidential Settlement Agreement” document;
- “Juul Final Allocation” document.

**A. Settlement Allocation**

The gross settlement offer amount was determined by an allocation method and group of factors approved by the court-appointed Mediator. The accompanying “JUUL School District Allocation Approach” document describes in detail those factors and the allocation methodology. The accompanying “Final Allocation: School Districts and Regional Education Agencies” document provides further information regarding the factors used in the allocation.

Please note, as explained further in the enclosed “Description of Confidential Settlement Agreement” document, the gross settlement offer amount set forth above does not include any portion of the Bonus Payment funds to which each participant may ultimately be entitled. The Bonus Payment funds could result in an additional total payment of as much as 8.1% of the gross settlement offer stated above. Please also note any liens that may exist on the Settlement Funds must be satisfied and discharged before any Settlement Funds are released. We are aware of no liens at this time.

The School District is free to accept or reject this settlement offer, but we recommend the School District accept it. We believe this is a reasonable settlement offer for claims against Juul given (a) significant uncertainties regarding Juul’s solvency; (b) the burdens, risks, uncertainties, time, and expense of continued litigation, including

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retention of experts, participation in depositions, trial, etc.; and (c) the relatively low time and expense incurred to join the lawsuit. In our opinion, this Settlement is the best opportunity to receive compensation for claims against Juul, and we believe that settling now and receiving payment is clearly in the School District's best interest.

If the School District rejects this settlement offer, its claims against Juul will continue in the court system. This will involve substantial additional delay, and the School District runs the risk of ultimately not receiving an award.

**B. Effect of Signing the Release**

Please keep in mind that by signing the Release, the School District is agreeing to accept the settlement money offered by Juul through the Settlement Program and, in exchange, is giving up its right to a trial against Juul and the other Released Parties.<sup>2</sup> Of course, trial is inherently risky. At trial, the jury could award more, less, or no money against Juul. In addition, even if you prevail at trial, Juul always has the right to appeal any jury award. The appeal process may take several years to complete and would result in additional costs and expenses, and more risk that Juul becomes insolvent. Any money awarded by the jury would not be paid until the appeal process is complete and only if a finding has been made in your favor. Further, an appeal could also result in a judgment being set aside entirely, or a new trial could be ordered, meaning that the entire time-consuming, risky, and expensive litigation process would start over again.

Please note that the Release is a full and final release of ALL current claims, and release of future claims, against Juul and the other Released Parties "concerning and/or connected with JUUL Products and/or with any injury [the Government Entity] has ever claimed, or may at any time in the future claim, the Released Parties [including Juul] caused in whole or in part concerning and/or connected with JUUL Products." Please also note that, pursuant to the terms of the Release and the Settlement Agreement, the executed Release becomes effective concurrent with Juul's payment of the Initial Government Entity Settlement Amount described in the accompanying "Description of Confidential Settlement Agreement."

**C. The Net Settlement Offer Amount and Payment Schedule**

As indicated above, the *net* settlement amount received will be the gross settlement amount after deductions for attorneys' fees, case costs, and the court-ordered Common Benefit Expense assessment. In addition, any liens that may exist on the Settlement Funds must be satisfied and discharged before any Settlement Funds can be released.

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<sup>2</sup> Paragraph 10 of the enclosed Release sets out all of the Released Parties (e.g. Juul's past, present, and/or future affiliates, assigns, predecessors, successors, related companies, subsidiary companies, directors, officers, employees, shareholders, advisors, advertisers, attorneys, insurers, and agents).

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The *gross* settlement offer amount was determined by an allocation method and group of objective factors approved by the court-appointed Mediator. The accompanying "JUUL School District Allocation Approach" document and the "Final Allocation: School Districts and Regional Education Agencies" document describe in detail those factors and the allocation methodology. Please feel free to contact us if you have any questions about how the settlement offer value was determined.

**D. When the School District Should Expect to Receive the Settlement Payment**

As explained in the accompanying "Description of Confidential Settlement Agreement," Juul's Initial Settlement Payment into the Government Entity Settlement Trust Account will be paid within 45 days of the federal MDL Court's Final Approval of the proposed class action settlement against Juul involving economic loss claims by consumers who said they overpaid for JUUL's vaping products. On January 20, 2023, Judge Orrick granted preliminary approval of that proposed settlement. In an Order issued on January 30, 2023, Judge Orrick scheduled for August 9, 2023, the Final Approval Hearing on the proposed class action settlement. Thus, assuming Judge Orrick grants Final Approval of the class action settlement, Juul's Initial Settlement Payment into the Government Entity Settlement Trust Account would be made sometime after September 25, 2023. Below is the anticipated payment timeline for the settlement funds:

- 1<sup>st</sup> Payment: totaling approximately 54% of award, expected after September 25, 2023.
- 2<sup>nd</sup> Payment: totaling approximately 11% of award, expected in December of 2023.
- 3<sup>rd</sup> Payment: totaling approximately 11% of award, expected in December of 2024.
- 4<sup>th</sup> Payment: totaling approximately 12% of award, expected in December of 2025.
- 5<sup>th</sup> Payment: totaling approximately 12% of award, expected in December of 2026.

We will keep the School District apprised of any developments that may affect the timing of Judge Orrick's grant of final approval of the class action settlement and, thus, the anticipated date of Juul's Initial Settlement Payment.

We are happy to answer any questions you or your Board may have. Please do not hesitate to contact me or Jeff Lewis directly with any questions.

Very truly yours,

Ferrara Fiorenza PC



Katherine E. Gavett

KEG/jeb  
Enclosures

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**READ AND AGREED:**

I am an official of the Government Entity on whose behalf I am acting and affirm that I am authorized by law to enter into settlement agreements on behalf of the Government Entity. I affirm that any and all processes required by law for me to enter into a settlement agreement on behalf of the Government Entity have been followed. I affirm that I have read and understand this letter, the Release, and the accompanying disclosure documents, and I am consenting on behalf of the Government Entity to the terms of the aggregate settlement and the settlement offer described in this letter, the Release, and the accompanying documents.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title within Government Entity

\_\_\_\_\_  
Signature  
Superintendent

## GOVERNMENT ENTITY RELEASE OF ALL CLAIMS

the Juul Labs Inc. (“JLI”), Marketing, Sales Practices, and Products Liability Litigation. Releasor has received the disclosure documents regarding the allocation of the Government Entity Settlement Payments including its own expected settlement offer amount and has chosen to participate in the Government Entity Settlement Program<sup>1</sup> set forth in the Government Entity Settlement Agreement dated as of December 6, 2022. Releasor understands that the terms of the Government Entity Settlement Agreement and this Release govern the resolution of Releasor’s claim. Releasor understands and agrees that this Release shall become effective concurrent with JLI’s payment of the Initial Government Entity Settlement Amount described in the Settlement Agreement. Once effective, this Release shall release any and all Claims Releasor and the other Releasing Parties have, or may have in the future, against the Released Parties concerning and/or connected with JUUL Products and/or with any injury Releasor has ever claimed, or may at any time in the future claim, the Released Parties caused in whole or in part concerning and/or connected with JUUL Products.

Accordingly, in consideration for the Released Parties’ agreement to establish the Government Entity Settlement Program, the significant expenses being incurred by JLI in connection with the Government Entity Settlement Program, and the compensatory restitution or remediation amounts to be received for the Releasor’s claim in connection with the Government Entity Settlement, Releasor hereby gives and makes the following Release. By signing this Release, Releasor understands and acknowledges that although Releasor has received the disclosure documents regarding the allocation of the Government Entity Settlement Amount, including its own expected settlement amount, there is no assurance as to the precise amount of the payment to be made to any claimant under the Government Entity Settlement, and this fact shall in no way affect the validity or effect of this Release.

**Definitions:** As used in this Release, and in addition to the definitions set forth in the Preamble above, capitalized terms shall have the following definitions and meanings or such definitions and meanings as are accorded to them elsewhere in this Release. Terms used in the singular shall be deemed to include the plural and vice versa.

1. “**Claim-Over**” occurs when (a) a settling Government Entity Plaintiff asserts a Claim relating to the Released Claims and Liabilities against any Person that is not a Released Party (a “Non-Released Party”) and obtains a resulting judgment (a “Non-Released Party Judgment”); and (b) such Non-Released Party in turn obtains a judgment against a Released Party on a claim for contribution or indemnity or any similar theory other than contractual indemnification relating to such Non-Released Party’s joint liability with such Released Party.
2. “**Claims**” means any and all rights, remedies, actions, proceeding under any Law, claims, demands, causes of action, suits at law or in equity, verdicts, enforcement

<sup>1</sup> Capitalized terms are either (i) defined below, or (ii) in the Settlement Agreement. Capitalized terms that are used but not otherwise defined herein shall have the meanings given such terms in the Settlement Agreement.



actions, suits of judgments and/or Liens, past, present, and future, and any fraudulent transfer, conveyance, and related types of claims, of any kind whatsoever.

3. **“Individual Government Entity Settlement Payment”** means any payment made to a Releasing Party.
4. **“Law”** means a law, statute, ordinance, rule, regulation, case, or other legal provision or authority.
5. **“Liabilities”** means any and all damages, civil fines, penalties, monetary impositions of any nature, expenses, injunctive relief, debts, liabilities, obligations, covenants, promises, contracts, agreements and/or obligations, of any kind whatsoever, past, present, and future.
6. **“Lien”** means any lien, pledge, charge, security interest, assignment, encumbrance, subrogation right, third-party interest, or other adverse claim of any nature whatsoever against Releasor’s Individual Government Entity Settlement Payment.
7. **“Non-Released Party”** or **“Non-Released Parties”** means Altria-related entities, including but not limited to Altria Group, Inc., Altria Client Services LLC, Altria Enterprises, LLC, Altria Group Distribution Company, Philip Morris USA, Inc., and any past, present, and future parents, subsidiaries, and affiliates of such Altria-related entities and any Person who is not JLI or a Released Party, including but not limited to other e-cigarette manufacturers, including but not limited to R.J. Reynolds, NJOY, VUSE, or any other vaping or e-cigarette company, or any of their respective past, present, or future parents, subsidiaries, and affiliates. Nothing in the Settlement Agreement or in Release Document is intended to, or does, constitute a release of a Non-Released Party. For the avoidance of doubt, and by way of illustration only, if a Non-Released Party acquires a Released Party, then the Non-Released Party shall acquire the rights and obligations of that Released Party under this Release with respect to Released Conduct without enhancement or limitation.
8. **“Release”** means releases, waivers, acknowledgements, and agreements for the benefit of the Released Parties.
9. **“Released Claims and Liabilities”** means, collectively, (i) Claims that any Releasing Party may have ever had, may now have, or at any time hereafter may have against any Released Party and (ii) Liabilities that any Released Party may have ever had, may now have, or at any time hereafter may have to any Releasing Party, in the case of clause (i) and clause (ii), to any extent, or in any way, arising out of, relating to, resulting from and/or connected with any conduct a Released Party engaged in on or before the Execution Date. For the avoidance of doubt, Released Claims and Liabilities does not include claims against Non-Released Parties.



10. **“Released Parties”** includes: (i) JLI and its past, present, and/or future affiliates, assigns, predecessors, successors, related companies, subsidiary companies, directors, officers, employees, shareholders, advisors, advertisers, attorneys, insurers, and agents; (ii) past, present, and/or future manufacturers, suppliers of materials, suppliers of components, and all other persons involved in development, design, manufacture, formulation, testing, distribution, marketing, labeling, regulatory submissions, advertising and/or sale of any JUUL Product or component thereof; (iii) past, present, and/or future distributors, licensees, retailers, sellers, and resellers of JUUL Products; (iv) all past, present and/or future persons and entities that are indemnified by JLI in connection with JUUL Products by contract or common law rights of indemnification or contribution, including those listed on Exhibit 2; and (v) the respective past, present, and/or future parents, subsidiaries, divisions, affiliates, joint venturers, predecessors, successors, assigns, transferees, insurers, shareholders (or the equivalent thereto), directors (or the equivalent thereto), officers (or the equivalent thereto), managers, principals, employees, consultants, advisors, attorneys, agents, servants, representatives, heirs, trustees, executors, estate administrators, and personal representatives (or the equivalent thereto) of the parties referred to in this paragraph.
11. **“Releasing Parties”** means (i) Releasor and (ii) any and all Persons and/or entities within the Releasor’s authority to release Claims and/or Liabilities, whether their right to sue is independent, derivative, or otherwise.
12. **“Settlement Agreement”** means the Government Entity Settlement Agreement dated as of December 6, 2022.
13. **“Settlement Program”** means the Government Entity Settlement Program set forth in the Government Entity Settlement Agreement.

**Releases:** Except as set forth in the section “Pursuit of Certain Claims” below, on its own behalf and on behalf of each other Releasing Party, Releasor hereby knowingly and voluntarily releases, relinquishes, and forever discharges the Released Parties from the Released Claims and Liabilities. Further, on its own behalf and on behalf of each other Releasing Party, Releasor hereby releases Released Parties from responsibility or liability for any individual settlement amount allocation, or division, or payment of any individual settlement amount in the Government Entity Settlement Agreement or Government Entity Settlement Program. Provided that nothing in this release eliminates or impairs the obligations of the Released Parties to fund the Government Entity Settlement Program under the Government Entity Settlement Agreement.

Releasor acknowledges that it may in the future learn of additional and/or different facts as they relate to JUUL Products, the Released Parties’ activities as they relate to JUUL Products, and/or any injury Releasor has ever claimed, or may at any time in the future claim, JUUL Products caused in whole or in part. Releasor understands and acknowledges the significance and consequences of releasing all of the Released Claims and Liabilities and hereby assumes full risk and responsibility for any and all such additional and/or different facts and any and all Released Claims and Liabilities that Releasor may hereinafter incur or discover. To the extent that any Law may at any time purport to preserve Releasor’s and/or any other Releasing Party’s right to

hereinafter assert any such unknown and/or unanticipated Claims and/or Liabilities, Releasor hereby specifically and expressly waives (to the fullest extent permitted by applicable Law) each Releasing Party's rights under such Law. Releasor further acknowledges having had an opportunity to obtain advice of counsel of its choosing regarding this waiver, and having discussed it with such counsel to its satisfaction.

On its own behalf and on behalf of each other Releasing Party, Releasor acknowledges and agrees that the releases set forth in this Release are irrevocable and unconditional, inure to the benefit of each Released Party, and are intended to be as broad as can possibly be created.

**WITHOUT LIMITATION OF THE FOREGOING, THIS RELEASE IS SPECIFICALLY INTENDED TO OPERATE AND BE APPLICABLE EVEN IF IT IS ALLEGED, CHARGED, OR PROVED THAT SOME OR ALL OF THE RELEASED CLAIMS AND LIABILITIES ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, NEGLIGENCE PER SE, GROSS NEGLIGENCE, BREACH OF WARRANTY, VIOLATION OF LAW, DEFECTIVE PRODUCT, MALICE, AND/OR CONDUCT OF ANY TYPE BY JLI, ANY OF THE OTHER RELEASED PARTIES, ANY RELEASING PARTY AND/OR ANY OTHER PERSON. THIS RELEASE IS SPECIFICALLY INTENDED TO AND DOES INCLUDE, BUT IS NOT LIMITED TO, A RELEASE OF, AND COVENANT NOT TO SUE FOR, ANY LATENT, FUTURE, OR WRONGFUL DEATH CLAIM THAT MAY BE BROUGHT AT ANY TIME OR ON BEHALF OF ANY OF THE RELEASING PARTIES IN CONNECTION WITH ANY OF THE FACTS, EVENTS AND/OR INCIDENTS THAT GAVE RISE TO ANY OF THE RELEASED CLAIMS AND LIABILITIES.**

**Waiver of Civil Code Section 1542: Releasor, along with each of its personal representatives, officers, employees, attorneys, administrators and assigns, expressly waives and relinquishes, to the fullest extent permitted by law, the provisions, rights, and benefits of California Civil Code Section 1542, or any other similar provision under federal or state law, which provides:**

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

**Releasor acknowledges that it may have sustained damages, losses, fees, costs or expenses that are presently unknown and unsuspected, and that such damages, losses, fees, costs or expenses might give rise to claims in the future. Nevertheless, Releasor acknowledges that this Release has been negotiated and agreed upon in light of such possible damages, losses, fees, costs or expenses, and it acknowledges and waives such claims.**

**In the event of a Recovery Claim in a bankruptcy of JLI or any of its affiliates that concludes by voiding or reversing the prior payment of the Initial Government Entity Settlement Amount by JLI or any of its affiliates, then Releasor's Release shall become ineffective until such time as the Recovery Claim has been resolved to provide Releasor the benefit of its Individual Government**

Entity Settlement Payment. In the event of a Recovery Claim in a bankruptcy of one or more of the Backstop Parties that concludes by voiding or reversing the prior payment of the Initial Personal Injury Settlement Amount, then Releasor's Release shall become ineffective until such time as the Recovery Claim has been resolved to provide Releasor the benefit of its Individual Plaintiff Settlement Payment. For avoidance of doubt, however, Releasor must challenge the preference by every available means in bankruptcy and on appeal before attempting to re-open its litigation against the Released Parties.

**Characterization of Settlement Payments:** Releasor sought compensatory restitution and remediation amounts (within the meaning of 26 U.S.C. § 162(f)(2)(A)) as set forth in its complaint, Plaintiff Fact Sheet, and any subsequent pleadings, as alleged damages for past, present, and future financial, societal, and other alleged harms and related expenditures allegedly attributable to the design, manufacture, production, advertisement, marketing, distribution, sale, use, and performance of JUUL Products (the "Alleged Harms"), and the amounts to be paid to Releasor under the Settlement Agreement are for such compensatory restitution or remediation and are no greater than the Alleged Harms suffered by the Releasor. The amounts paid to Releasor are being paid as compensatory restitution to restore, in whole or in part, Releasor to the same condition or position it would have been in had it not suffered such Alleged Harms. No amount paid to Releasor represents reimbursement to Releasor for the costs of any investigation or litigation (except for the amounts paid for Attorney's Fees and Expenses pursuant to Section 16 of the Settlement Agreement) and no portion of any amount paid to Releasor under this Settlement Agreement is in lieu of any fine or penalty, and no such amounts are properly characterized as disgorgement or the payment of statutory or other fines, penalties, punitive damages, other punitive assessments (including treble damages).

**Attorneys' Fees; Division of Any Individual Government Entity Settlement Payment:** Releasor understands that the Released Parties are not responsible for any attorneys' fees or costs Releasor has incurred or may at any time incur, including, but not limited to, entering into this Release and any other documents. Releasor understands that, with respect to Individual Government Entity Settlement Payment, any dispute regarding the division of such gross Individual Government Entity Settlement Payment between it and its counsel (if any) shall in no way affect the validity of this Release.

**Pursuit of Certain Claims:** Releasor agrees that it will never (i) take any legal or other action to initiate, pursue or maintain, or otherwise attempt to execute upon, collect or otherwise enforce, any of the Released Claims and Liabilities of or against any Released Party; (ii) institute or participate in any new legal action (excluding criminal prosecutions) against any Released Party to any extent, or in any way, arising out of, relating to, resulting from and/or connected with any conduct a Released Party engaged in on or before the Execution Date, but specifically not including any legal action relating to or involving an e-cigarette or other vaping product by a Non-Released Party, provided such legal action against the Non-Released Party is not also brought against a Released Party; (iii) attempt to execute or collect on, or otherwise enforce, any judgment that may be entered against any Released Party in any legal action described in clause (ii) or its pending legal action against JLI; or (iv) take any legal or other action against any Released Party concerning the administration, settlement allocation, individual settlement amount, or any other aspect of the Government Entity Settlement Program.

**Liens and Other Third-Party Payor Claims:** Releasor agrees that prior to the first time, if any, that a Settlement Payment is made to it, Releasor shall identify to the Government Entity Settlement Administrator for the Government Entity Settlement all Persons and entities known to it to hold or assert any Lien with respect to any Settlement Payment (and/or the right to receive such Settlement Payment) payable to it, through procedures and protocols to be established by the Government Entity Settlement Administrator for the Government Entity Settlement.

Releasor understands and acknowledges that satisfaction and discharge of any and all Liens with respect to any Settlement Payment (and/or the right to receive any Settlement Payment) is its sole responsibility, to be established to the satisfaction of the Government Entity Settlement Administrator before any Settlement Payment (if any) can be disbursed to Releasor.

Prior to the first time, if any, that an Individual Government Entity Settlement Payment is made to it, Releasor shall represent and warrant that any and all Liens with respect to any and all Settlement Payments (and/or the right to receive any and all Settlement Payments) have been satisfied and discharged. Furthermore, upon request to the Government Entity Settlement Administrator, JLI shall be entitled to proof of satisfaction and discharge of any or all such Liens. Documentation of a holdback amount determined by the Government Entity Settlement Administrator shall count as sufficient proof for the release of funds to the Government Entity.

**Claim-Over:** Releasor agrees if (a) a Settling Government Entity Plaintiff asserts a Claim relating to the Released Claims and Liabilities against any Person that is not a Released Party (a “**Non-Released Party**”) and obtains a resulting judgment (a “**Non-Released Party Judgment**”); and (b) if such Non-Released Party asserts a claim for contribution or indemnity or any similar theory other than contractual indemnification relating to such Non-Released Party’s joint liability with such Released Party (a “**Claim-Over**”), then the Settling Government Entity Plaintiff and the Released Party shall take the following steps:

- (1) Releasor shall jointly seek a bar order from the MDL Court or such other court as may have jurisdiction reflecting that this settlement is a good faith settlement and that relevant state laws governing such settlements should be enforced;
- (2) Releasor, with respect to any proceeding to which it is a party, shall consent to and join in, and with respect to all other proceedings shall consent to, any motion by JLI or any of the other Released Parties against any Non-Released Party to dismiss any Claim-Over on the grounds that this Agreement and/or the Settlement moots or otherwise extinguishes any such Claim-Over.
- (3) Releasor, jointly with JLI, shall engage a mediator to determine whether some portion of any funds that have been paid as part of the Non-Released Party Judgment should be held in escrow pending resolution of legal issues related to the Claim-Over. In no event shall the escrow funds exceed the lesser of (i) the amount received by Releasor under the Settlement Agreement, or (ii) the amount of the Claim-Over Judgment.
- (4) In the event that the Non-Released Party obtains a judgment against the Releasing Party for a Claim-Over related to a Non-Released Party Judgment, the settling Government



Entity Plaintiff that won the Non-Released Party Judgment shall reduce the unsatisfied amount of the Non-Released Party Judgment by the lesser of (i) the amount received by Releasor under the Settlement Agreement, or (ii) the amount of the Claim-Over Judgment; provided that the amount of such reduction shall in no event be greater than the then-unsatisfied amount of the Non-Released Party Judgment.

**Non-Party Settlement:** To the extent that on or after the date of this Settlement Agreement Releasor settles any Claims it may have against any Non-Released Party relating to the Released Claims and Liabilities and provides a release to such non-party or non-parties (a “**Non-Party Settlement**”), Releasor shall (i) include in the Non-Party Settlement a release from such Non-Released Party in favor of the Released Parties (in a form equivalent to the releases contained herein) of any Claim-Over under which JLI or any other Released Party may be liable to pay any part of such Non-Party Settlement or may otherwise be liable to such Non-Released Party with respect thereto, and/or (ii) a provision substantively identical to Section 16.4 of the Government Entity Settlement Agreement prohibiting pursuit of a claim for contribution or indemnity or any similar theory other than contractual indemnification relating to such Non-Released Party’s joint liability with such Released Party.

No Released Party shall seek to recover for amounts paid under this Settlement Agreement based on indemnification, contribution, or any other theory from any other party. For the avoidance of doubt, nothing herein shall prohibit a Released Party from recovering amounts owed pursuant to insurance contracts.

Releasor, by accepting the settlement set forth in the Settlement Agreement, accepts that it is responsible for any tax consequences arising from, related to, or in any way connected with the relief afforded to it under this Settlement Agreement.

**Confidentiality:** Releasor agrees to maintain in confidence, and shall not disclose to any person, the amount of any Settlement Payment, except as may be required by applicable Law (including open records and open meeting laws) or to effectuate the settlement; provided, that Releasor understands that it may disclose such information to counsel, accountants and/or financial advisors, if any (each of whom Releasor shall, upon such disclosure, instruct to maintain and honor the confidentiality of such information). This provision shall not be construed to prevent Releasor from revealing that a settlement has been reached. Releasor agrees that if it breaches this confidentiality provision, money damages would not be a sufficient remedy and, accordingly, without limitation of any other remedies that may be available at law or in equity, JLI shall be entitled to specific performance and injunctive or other equitable relief as remedies for such breach.

**ACKNOWLEDGEMENT OF COMPREHENSION:** RELEASOR IS ENTERING INTO THIS RELEASE FREELY AND VOLUNTARILY, WITHOUT BEING INDUCED, PRESSURED OR INFLUENCED BY, AND WITHOUT RELYING ON ANY REPRESENTATION OR OTHER STATEMENT MADE BY OR ON BEHALF OF, JLI OR ANY OTHER PERSON. RELEASOR UNDERSTANDS AND ACKNOWLEDGES THE NATURE, VALUE AND SUFFICIENCY OF THE CONSIDERATION DESCRIBED IN THE SECOND PARAGRAPH IN THIS RELEASE. RELEASOR ACKNOWLEDGES

THAT IT HAS READ THIS RELEASE AND THE GOVERNMENT ENTITY SETTLEMENT AGREEMENT, AND RELEASOR HAS HAD AN OPPORTUNITY TO OBTAIN ADVICE FROM, AND ASK QUESTIONS OF, COUNSEL OF ITS CHOOSING REGARDING THE TERMS AND LEGAL EFFECT OF THESE DOCUMENTS AND ITS DECISION TO PARTICIPATE IN THE GOVERNMENT ENTITY SETTLEMENT PROGRAM. RELEASOR FURTHER ACKNOWLEDGES THAT IT HAS DISCUSSED ALL THESE MATTERS WITH THE COUNSEL TO IT EXECUTING A "CERTIFICATION OF COUNSEL" ATTACHED TO THIS RELEASE, AND SUCH COUNSEL HAS ANSWERED ALL ITS QUESTIONS TO ITS SATISFACTION. RELEASOR FURTHER ACKNOWLEDGES THAT IT UNDERSTANDS THIS RELEASE AND AGREEMENT AND THAT ALTHOUGH IT HAS RECEIVED DISCLOSURE DOCUMENTS REGARDING THE ALLOCATION OF THE GOVERNMENT ENTITY FUND AND ITS EXPECTED SETTLEMENT AMOUNT THERE IS NO GUARANTEE OF THE PRECISE AMOUNT OF THE SETTLEMENT PAYMENT THAT IT WILL RECEIVE THROUGH THE SETTLEMENT PROGRAM.

**Waiver of Certain Provisions Regarding Timing of Any Payments.** If Releasor has any civil action pending in any jurisdiction that has enacted, promulgated, or otherwise adopted any Law containing provisions that establish specific time periods within which settlement funds, if any, must be paid to it in connection with the settlement of such civil action and/or impose sanctions, penalties or other similar obligations against the paying party if the settlement funds are not paid within such time periods and/or invalidate or otherwise affect the terms of the settlement of such civil action, Releasor hereby (i) specifically and expressly waives (to the fullest extent permitted by applicable Law) its rights under any such provisions and (ii) agrees that payment of any Settlement Payment shall be made solely in accordance with the terms and conditions of the Government Entity Settlement Program.

**No Admission of Fault:** Releasor understands and agrees that JLI has entered into this Release and the Government Entity Settlement Agreement solely by way of compromise and settlement. These documents are not and shall not be construed at any time to be, an admission or concession by JLI or any other Released Party of any liability or wrongdoing, or of the truth of any of the Government Entity Plaintiffs' allegations.

**Representations and Warranties:** Releasor hereby represents and warrants that Releasor has full power, authority and capacity to enter into this Release, which is enforceable in accordance with its terms. Except as set forth in the section "Attorneys' Fees; Division of Any Individual Government Entity Settlement Payment" above, Releasor affirms that it has the sole right to receive any and all Individual Government Entity Plaintiff Settlement Payments with respect to Releasor's claim under the Settlement Program. Neither Releasor nor any other Releasing Party has sold, assigned, transferred or otherwise disposed of, or pledged or otherwise encumbered, any of the Released Claims and Liabilities in whole or in part.

**GOVERNING LAW:** THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAW OF CALIFORNIA, WITHOUT REGARD TO ANY CHOICE-OF-LAW RULES THAT WOULD REQUIRE THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION.

**Severability:** Releasor agrees that if any provision of this Release is adjudicated to be invalid, illegal or unenforceable in any jurisdiction, the relevant provision shall be deemed modified to the extent necessary to make it enforceable in such jurisdiction and, if it cannot be so modified, this Release shall be deemed amended to delete herefrom the invalid or unenforceable provision, and this Release shall be in full force and effect as so modified. Any such modification or amendment in any event shall apply only with respect to the operation of this Release in the particular jurisdiction in which such adjudication was made and shall not affect such provision in any other jurisdiction. To the fullest extent permitted by applicable Law, Releasor hereby (on its own behalf and on behalf of each other Releasing Party) specifically and expressly waives any provision of Law that renders any provision of this Release invalid, illegal or unenforceable in any respect.

**Electronic Signatures:** This Release, and any exhibits thereto, to the extent signed and delivered electronically or by facsimile, shall be treated in all manner and respects as an original agreement, and shall be considered to have the same binding legal effect as if it were the original signed version thereof, delivered in person.

[The remainder of this page is intentionally left blank.]

Releasor has executed this Release on the date below, to be effective as of the date set forth in the first paragraph of this Release above:

**RELEASOR:**

By \_\_\_\_\_

Title \_\_\_\_\_

Name: \_\_\_\_\_

Dated: \_\_\_\_\_



## USER AGREEMENT

THIS AGREEMENT made as of the dates listed below, by and between MADISON COUNTY, a municipal corporation, having its office and principal place of business located at 138 North Main St, Wampsville, New York, hereinafter referred to as COUNTY, and Madison Central School District, New York, with an address of 7303 State Route 20, Madison, New York hereafter referred to as USER.

### WITNESSETH:

WHEREAS, the COUNTY and the USER wish to enter into an agreement whereby the COUNTY shall permit the USER to use a Dominion 2019 Imagecast Evolution PCOS-410A voting system (hereinafter "Imagecast") owned by Madison County for the USER'S election under the terms and conditions described herein;

NOW, THEREFORE, in consideration of the mutual promises, terms and obligations herein made, as well as other good and valuable consideration, the COUNTY and the USER mutually agree and obligate themselves as follows:

1. **PURPOSE.** To enter into a written contract setting forth the terms and obligations of each of the parties under which the COUNTY will provide 1 ImageCast machine(s) and voting equipment to the USER, and the USER agrees to pay for such service and materials necessary to conduct USER'S election as described in Exhibit A.

2. **USE OF EQUIPMENT.** The USER shall be responsible for returning to the COUNTY the ImageCast machine and all equipment in the same condition as they were in when provided to the USER by the COUNTY. The USER shall be responsible for any and all damages to the ImageCast machine, the ballot marking booth, privacy screen, signs and election materials while in the custody of USER, regardless of cause, intent or foreseeability, including any and all damages caused or alleged to be caused by any third party.

3. **HOLD HARMLESS.** To the fullest extent permitted by law, the USER shall defend, indemnify and hold harmless the Madison County, its representatives, agents, servants, employees, officers, departments and authorities, from and against all claims, injuries, demands, judgments, settlements, damages, losses, liabilities, costs and expenses of any kind or nature, including but not limited to litigation costs and attorney's fees, whether arising in law or in equity, all without any limitation whatsoever, arising out of or resulting from the USER's performance of the work and/or duties and/or the transactions contemplated by this agreement and which are caused, in whole or in part, by or because of any act or omission of the USER, directly or indirectly, and/or by the USER's agents, servants, employees, subcontractors and/or any person or entity employed by USER or for whose conduct or action the USER may be found or held liable, directly or indirectly. In the event that the County is determined to be any percent negligent pursuant to any verdict or judgement, then the USER's obligation to indemnify the County for any amount, payment, judgement, settlement, mediation or arbitration award shall

extend only to the percentage of negligence of the USER or anyone directly or indirectly engaged or retained by it and anyone else for whose acts the USER is liable. It is the intention of the parties that the right and entitlement to a defense; the right and entitlement to be held harmless; and the right and entitlement to indemnification shall be as broad as permitted under applicable law. Further, the USER agrees to indemnify the County in like regard in an action upon the contract between the parties and claims between the parties, including counsel fees and litigation costs and expenses. The terms of this agreement shall not be construed to negate, abridge or otherwise reduce any other right or obligation of contribution or indemnity which would otherwise exist as to any party or person subject to this agreement. This agreement and paragraph shall be liberally construed so as to afford the County the fullest possible protection and indemnity. In the event that USER shall fail or refuse to defend, hold harmless and/or indemnify the County against any such claim, loss, damage, judgment, settlement or action, Contractor shall be liable to the County for all expense, expenditure and cost incurred or to be incurred by the County in defending, resolving and/or satisfying any such claim, loss, damage, judgment, settlement or action, together with all cost and expense of the County, including all attorney's fees, incurred in the County pursuing claim or suit or action against or recovering fees costs and expense from USER.

4. **GOODS AND/OR SERVICES TO BE PERFORMED.** The COUNTY shall provide to the USER, certain goods and/or services, the same to be in accordance with the terms and conditions of Exhibit "A", attached hereto and made a part hereof.

5. **TERM.** The voting machine(s) and other services are to be provided for the USER'S election to take place on May 16, 2023. Madison County will deliver the aforementioned voting machine(s) and voting equipment on or about the day before election and said equipment shall be picked up by Madison County on or about the day after the election.

6. **CONTRACT MODIFICATIONS.** This agreement represents the entire and integrated agreement between the County and the USER and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both the County and the USER.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement the date and year hereinafter written.

MADISON COUNTY

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
John M. Becker  
Chairman, Board of Supervisors

DATED: \_\_\_\_\_

By: \_\_\_\_\_

STATE OF NEW YORK )  
COUNTY OF MADISON )

On the day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, personally appeared John M. Becker, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, State of New York  
Appointed in \_\_\_\_\_ County  
My Commission Expires:

\_\_\_\_\_  
Notary

STATE OF NEW YORK )  
COUNTY OF MADISON )

On the day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, State of New York  
Appointed in \_\_\_\_\_ County  
My Commission Expires:

\_\_\_\_\_  
Notary

**EXHIBIT A**  
**TERMS AND CONDITIONS OF USE**

1. As mutually agreed the County shall create the ballot, programming and testing of the ImageCast and will submit to the USER the ballot proofs for approval. The County will provide one (1) voting machine, one (1) four-section ballot marking booth, ten (10) privacy sleeves and pens and miscellaneous other materials such as signage and ballot marking instructions to conduct the USERS Election at each polling place. Additional machines and supplies may be requested.
2. The election equipment and materials will be delivered and picked up by the County. The USER will be required to meet the County at the time of delivery and to keep the ImageCast and supplies in a secure location, which shall constitute a heated and cooled room, where equipment will not be disturbed or abused. The USER will again meet the County to return the ImageCast and any and all equipment and supplies.
3. The USER will be responsible for the purchase of the ballots. The ballot order will include ballots for testing which will be delivered to the Madison County Board of Elections for pre-election machine testing. Following the Election all the Election Day ballots and the Opening/Closing receipt tapes will be retained by the USER.
4. Only Election Inspectors certified by the Madison County Board of Elections will be employed to operate the Image Cast voting machine. The USER will be responsible for paying the Election Inspectors the County Inspector pay rate of \$12.50 per hour or a fee agreed upon by the User and Election Inspectors.

Number of ImageCast machines contracted for said Election - 1

Name and Location of pollsites (including street address and room numbers, etc.) 7303 State Route 20, Madison, NY.

Number of Election Day Ballots to order \_\_\_\_\_

Do you want Madison County Board of Elections to create the Absentee Ballots?

Yes  No

Contact person(s) Melanie Brouillette

Telephone Number: 315-893-1878 ext. 209

Email: mbrouillette@madisoncentralny.org

The following resolution should be approved at the March 21, 2023 Board of Education meeting.

RESOLVED: That the Board of Education of the Madison Central School District ask the voters of the Madison Central School to establish a Building Capital Reserve Fund and the ultimate amount of such fund is to be \$1,000,000, plus earnings. The source from which the funds for said fund will be obtained as follows: (i) amounts from budgetary appropriations from time to time, and (ii) unappropriated fund balance made available by the Board of Education from time to time, and (iii) New York State Aid received and made available by the Board of Education from time to time all as permitted by law.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_

Motion carried \_\_\_ yes, \_\_\_ no.

Date: \_\_\_\_\_ Clerk: \_\_\_\_\_

Madison Central School  
Madison, New York

TO: Board of Education

PURPOSE: Presentation of Award to Graduating Senior to be Included in Commencement Program

PROCEDURE:

1) The principal and guidance counselor will review this award application, approve it as is, or, in conjunction with the sponsor, make necessary alterations.

2) The application will then be forwarded to the superintendent for approval and presented to the Board of Education for their approval and implementation.

1. NAME OF AWARD: Kyleigh Rose Reiter Memorial Scholarship

2. DONATED BY: (Name, address, phone) Twin to Twin Butterfly Fund

3. CONTACT PERSON: (If different from #2) D'Arcy Scalzo 315-761-6884

4. TO BE AWARDED :     ( ) Annually                              One Time Award

5. AMOUNT OR TYPE OF AWARD: \$500

6. CRITERIA TO BE USED FOR SELECTION: Graduating Madison senior accepted into an accredited Nursing school.

7. HOW SELECTED: (method and by whom) Twin to Twin Butterfly to select.

Submit short Essay to include: Tell us about yourself, your hobbies, any volunteerism and why you have selected nursing as a career.

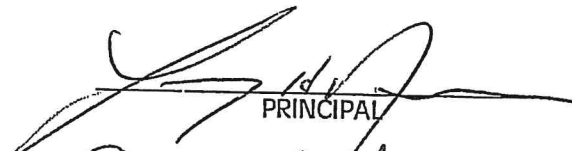
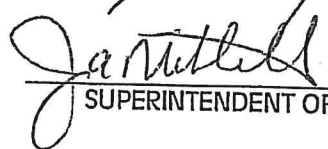
(over)

8. STATEMENT TO ACCOMPANY AWARD IN COMMENCEMENT PROGRAM: \_\_\_\_\_

Twin to Twin Butterfly fund would like to congratulate the winner of our first  
annual Kyleigh Rose Reiter Memorial scholarship. Kyleigh and her identical twin Kora  
were born prematurely due to complications from twin to twin transfusion syndrome.  
Kyleigh passed away at 42 days old. Our mission is to provide awareness  
comfort and support to families who have been impacted by this syndrome  
or have experienced a premature birth. In recognition of the NICU nurses  
and their expert care we are honored to present this scholarship.

3/17/23  
DATE

3/17/23  
DATE

  
PRINCIPAL  
  
SUPERINTENDENT OF SCHOOLS

Thank you so much for donating  
a book to the library in Cliff's  
memory. He enjoyed his time at  
Morrison and would be very touched  
by the gesture.

DURING A TIME LIKE THIS  
we learn how much our

**FAMILY AND FRIENDS**

really mean to us.

Your expression of sympathy will *always* be remembered.

Nancy MOSES and Family