

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA**

(1) MASON MECKLENBURG,

Plaintiff,

v.

**(1) KINGFISHER INDEPENDENT
SCHOOL DISTRICT NO. 7 OF
KINGFISHER COUNTY,
OKLAHOMA, a/k/a KINGFISHER
SCHOOL DISTRICT, a/k/a
KINGFISHER PUBLIC
SCHOOLS;**

(2) JEFF MYERS, individually;

(3) MICAH NALL, individually;

**(4) DEREK PATTERSON,
individually; and;**

(5) BLAKE EATON, individually,

Defendants.

Case No. CIV-22-089-G

SETTLEMENT AGREEMENT

This agreement (the “Settlement Agreement”) sets forth the terms and conditions of a settlement between and among Plaintiff Mason Mecklenburg and Defendant Kingfisher Independent School District No. 7 of Kingfisher County, a/k/a Kingfisher Public Schools (the “School District” or “KPS”) (collectively the “Parties”) to resolve claims in the above-captioned lawsuit.

This Settlement Agreement is separate and distinct from the consent judgment the Parties agreed to and submitted for the Court’s approval, a copy of which is attached hereto as Exhibit A (the “Consent Judgment”), and/or any judgment entered thereon. In the event any part of this Settlement Agreement is disputed, challenged, and/or held unenforceable, it shall have no bearing on the Consent Judgment or any judgement entered thereon.

The School District has agreed to the terms set forth in this Settlement Agreement for the sole purpose of compromising disputed claims, and nothing herein may be taken as or construed to be an admission or concession of any liability or wrongdoing. Nor shall any part of this Settlement Agreement be used as evidence of liability, fault, or wrongdoing by the School District.

In accord with the statements above, the Parties hereby agree as follows:

1. In consideration of the release of all Plaintiff’s claims against all Defendants, the School District agrees to pay the sum of Five million and no/100 Dollars (\$5,000,000.00) (the “Settlement Amount”). In consideration of the limited general fund revenues available to the District on a year-to-year basis, the parties have agreed to structure the payment of that amount as follows:

- a) \$3,750,000.00 by way of a judgment entered in the Lawsuit in favor of Plaintiff against the School District, said judgment to be paid in conformity with Oklahoma law out of the District's sinking fund over 3 years with interest at the statutory rate prescribed by 12 OKLA. STAT. § 727.1; and
- b) A one-time payment of \$1,250,000.00 paid to the trust account of NIX PATTERSON, LLP by no later than February 13, 2024.

2. Through this action, Plaintiff sought to recover damages solely on account of personal physical injuries. The amounts recovered pursuant to this agreement are limited to amounts for such damages.

3. In addition to the terms agreed to in the proposed Consent Judgment (Exhibit A hereto), the School District further agrees that it will not renew Jeff Myers's at-will, extra-duty contract at the end of its current term or at any point in the future; that the School District's current suspension of Myers from such extra-duty activities—including specifically any participation whatsoever with the KPS football program—will remain in effect throughout the remainder of said extra-duty contract (*i.e.*, Myers will not be permitted to resume any extra-duty activities for the remainder of the 2023-2024 school year); and that the School District will not permit Myers to coach any of its athletic programs, in any capacity, in the future. For the sake of clarity, the terms set forth in this paragraph do not apply to Jeff Myers's teaching contract.

4. The School District agrees to institute a mandatory training program for its administrators, staff, teachers, coaches, volunteers, and Board members that addresses how to identify, respond to, and prevent bullying, hazing, and sexual harassment. The program

shall address and conform to state and federal law, including but not limited to Title IX, mandatory-reporter laws, and OSBOE regulations. The program shall be approved, administered, and monitored for compliance by an independent, third-party entity, such as the Oklahoma State School Boards Association. The School District shall implement said program for at least five years.

5. In exchange, Plaintiff agrees to dismiss the claims against Defendants Jeff Myers, Micah Nall, Derek Patterson, and Blake Eaton, and to do so with prejudice, and to provide all Defendants, collectively and including the School District, with a Release of All Claims. For the avoidance of doubt, nothing in this paragraph shall be construed to interfere or conflict with the Consent Judgment or any judgment entered thereon against the School District. The Parties further agree that, as part of this dismissal and release, all parties shall bear their own costs and fees, and no party to this action shall seek costs or fees from the other as a result of this action.

6. Both Parties agree to take all necessary action to facilitate the terms of this agreement, including to procure the assent of the Individual Defendants in any stipulation of dismissal or motion to dismiss to the extent necessary.

7. Both parties also agree that they will not directly or indirectly assist or encourage any challenge to this Settlement Agreement or the Consent Judgment (or any judgment entered thereon) by any person, and will support the integrity and enforcement of the terms of this Settlement Agreement and the Consent Judgment and any judgment entered thereon.

8. In the event the School District breaches the terms of this agreement, it shall be liable to Plaintiff for all actual and consequential damages incurred by Plaintiff in any subsequent effort or action to enforce the terms of this Settlement Agreement, including the terms of any stipulation of dismissal or motion to dismiss.

9. The United States District Court for the Western District of Oklahoma shall have jurisdiction of all disputes between the Parties to this Settlement Agreement regarding the terms of this Settlement agreement.

10. Nothing in this Settlement Agreement shall be construed to authorize or require the School District to violate any applicable federal, state, or other laws.

11. If any term or provision of this Settlement Agreement is deemed by any court to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Settlement Agreement; the remainder of this Settlement Agreement shall remain valid and enforceable.

12. This Settlement Agreement may be modified by written agreement of the Parties.

13. Any failure by any party to insist upon the strict performance of any of the provisions of this Settlement Agreement shall not be deemed a waiver of such provisions.

14. This Settlement Agreement may be executed in counterparts, and a facsimile, .pdf, or e-signature shall be deemed to be, and shall have the same force and effect as, an original signature.

* * *

AUTHORIZED AND AGREED TO BY:

Date: 11/21/2023

/s/ Bradley E. Beckworth

Bradley E. Beckworth

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AUTHORIZED AND AGREED TO BY:

Date: 11/21/2023

/s/ Eric D. Janzen

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EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA

(1) MASON MECKLENBURG,

Plaintiff,

v.

(1) KINGFISHER INDEPENDENT
SCHOOL DISTRICT NO. 7 OF
KINGFISHER COUNTY,
OKLAHOMA, a/k/a KINGFISHER
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(2) JEFF MYERS, individually;

(3) MICAH NALL, individually;

(4) DEREK PATTERSON,
individually; and;

(5) BLAKE EATON, individually,

Defendants.

Case No. CIV-22-089-G

JUDGMENT

WHEREAS, in order to resolve this case, Defendant Kingfisher Public Schools (the “District”) has agreed to pay Plaintiff the sum of \$5,000,000.00.

WHEREAS, in consideration of the limited general fund revenues available to the District on a year-to-year basis, the parties have agreed to structuring the payment of that amount as follows:

- a) \$1,250,000.00 of the agreed sum shall be paid in a one-time, lump-sum payment by no later than February 13, 2024, in the manner prescribed by the parties; and

- b) \$3,750,000.00 shall be entered in the form of a judgment in favor of Plaintiff and against the Defendant to be paid in conformity with Oklahoma law out of the District's sinking fund over 3 years with interest at the statutory rate prescribed by 12 OKLA. STAT. § 727.1.

WHEREAS, the parties have filed a Joint Agreed Motion to enter this consent judgment according to the terms set forth above (Dkt. No. ____), which the Court has granted by Order entered this same date, (Dkt. No. ____).

THEREFORE, in accordance with the above, and having been provided evidence concerning the Defendant School District's financial status in the form of an affidavit from the defendant's Treasurer as required by 62 OKLA. STAT. § 362, it is hereby **ORDERED, ADJUDGED and DECREED** that:

1. Plaintiff is **GRANTED** judgment against defendant Independent School District No. 7 of Kingfisher County, Oklahoma, in the amount of Three million seven hundred fifty thousand and no/100 Dollars (\$3,750,000.00);
2. Each party will bear its own respective attorney's fees and costs;
3. This judgment shall bear post-judgment interest at the statutory rate provided by 12 OKLA. STAT. § 727.1; and
4. This judgment may be assigned by Plaintiff.

ENTERED this ____ day of November, 2023.

Charles B. Goodwin
United States District Judge