

Macleon Animal Adoption Center

Enhancing compassion through education

macleonanimaladoptioncenter.org

406.727.PETS

Ms. Linda Metzger

P.O. Box 7415

Great Falls, MT. 59406-7415

legm7481@msn.com

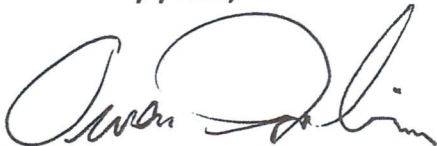
RE: Demand for refund of \$11,550 in donations

Dear Ms. Metzger:

This acknowledges your letter of July 28, 2015. We disagree with the allegations in your letter. The Animal Foundation always hoped that the City of Great Falls would partner with us in building a new center but the city commission voted not to do so.

Please be advised the Animal Foundation will not refund the donations as you requested.

Sincerely yours,



Owen Robinson

President



GENERAL RELEASE AND SETTLEMENT AGREEMENT

RELEASOR: Linda Metzger

RELEASEES: The Animal Foundation of Great Falls, Montana (doing business as the Maclean Animal Adoption Center), its board members, officers, volunteers, employees, attorneys, and agents.

DATE OF CASUALTY: All times prior to the execution of this Release and all times after execution of this Release as set forth below.

DESCRIPTION OF CASUALTY: All actions or inaction of Releasees, including, but not limited to, any and all action or inaction of Releasees relating in any way, directly or indirectly, to the planning, fundraising, development, construction and operation of an animal shelter/center in Great Falls, Montana, and any other conduct of the Releasees in their participation in animal welfare issues.

SUM OF SETTLEMENT: Releasees shall waive any and all relief they may have incident to filing and maintenance of the noted civil cause, including any claim for costs, attorney's fees or inappropriate filing. Releasor agrees not to appeal the Court's Order granting summary judgment to the Releasees and Releasees agree not to make any claim or file a lawsuit because of Releasor's actions in bringing and prosecuting her lawsuit.

CIVIL CAUSE: Cascade County Justice Court
Cause No. CV-2015-2005-OT

1. Release

The undersigned Releasor acknowledges the waiver of relief agreed to by Releasees and in consideration of the same, fully and forever releases and discharges Releasees, Releasees' heirs, personal representatives, successors, assigns, agents, volunteers, partners, employees and attorneys from any and all actions, claims, causes of action, demands, or expenses for damages or injuries, whether asserted or unasserted, known or unknown, foreseen or unforeseen, arising out of the described casualty.

Releasor understands that this Release is meant to be broad and comprehensive and inclusive of any and all claims of any kind or nature, known or unknown, that she may have against Releasees.

Releasees agree not to pursue any legal action of any type against the Releasor as a result of the filing of the lawsuit referenced above. This includes, but is not limited to, actions claim malicious prosecution or abuse of process.

In addition, the parties enter into this agreement with the intent to eliminate any contact between Releasor and all of the Releasees in the future and any verbal or written communications between them or others concerning the Releasees or their operations. This is further described in paragraph 6.

2. Future Damages

Inasmuch as the injuries, damages, and losses resulting from the events described herein may not be fully known and may be more numerous or more serious than it is now understood or expected, the Releasor agrees, as a further consideration of this agreement, that this Release applies to any and all injuries, damages and losses resulting from the casualty described herein, even though now unanticipated, unexpected and unknown, as well as any and all injuries, damages and losses which have already developed and which are now known or anticipated.

3. No Admission of Liability

This Release is accepted with full knowledge the Court found in favor of Releasees in entering summary judgment in the noted civil action on March 15, 2016.

It is understood that the above-mentioned waiver is accepted as the sole consideration for full satisfaction and accord to buy Releasees peace and that the waiver of claims by Releasees shall not be considered as an admission of liability in any fashion.

4. No Additional Claims

Releasor represents that no additional claims are contemplated against any other party potentially liable for the losses, damages, and injuries for which this Release is given. In the event any additional claim is made which directly or indirectly results in additional liability exposure to Releasees for the losses, injuries, and damages for which this Release is given, Releasor covenants and agrees to indemnify and save Releasees harmless from all such claims and demands, including reasonable attorneys' fees and all other expenses necessarily incurred.

5. Pending Civil Action

A Judgment has been entered regarding the Order granting summary judgment in the noted civil cause. Neither party will appeal the Judgment nor will any party request additional relief of any kind in the action.

6. Non-Disparagement and No Contact with Releasees

The Releasor agrees that she will not take any action, contact, or disparage the Releasees which might affect and might reasonably be expected to hurt or hinder in any way their programs, mission, property, products, or reputation in any manner whatsoever. Simply put, Releasor will proceed as if The Animal Foundation never existed and does not exist in the present or the future.

“Action,” “contact,” or “disparagement” includes, but is not limited to, negative written or oral statements concerning the Releasees or ANY comments regarding the Releasees (negative or positive). If asked about the Releasee, Releasor agrees to state that she has “no comment.”

Releasor specifically agrees not to engage in any type of conduct with the Releasees of any type or nature unless set forth in this agreement. The intent of this agreement is that Releasor will not discuss, comment, or write anything concerning any persons, businesses, media, or organizations, family members, or governmental agencies unless it involves a criminal complaint, criminal investigation or subsequent lawsuit or claim.

Examples of prohibited contact, action, or disparagement include, but are not limited to, the following:

1. Letters to the editor of any newspaper or publication;
2. Articles in any publication;
3. Letters to public officials such as the Great Falls City Commission, Cascade County Commissioners or others in Montana;
4. Writing emails or participating in social media such as Facebook, Twitter, blogs;
5. Participating in any manner in any Releasees’ programs or events or those they are publicly involved in. This would include, but is not limited to, fundraisers or parties;
6. Emails or communications of any type to board members, former board members, employees, volunteers, or members of their families regarding any business, the running of Releasees’ facility, or other business involving it;
7. Speak or writing negative or positive comments about the Releasees to anyone; and

8. Comments at City Commission meetings of any type or nature including work sessions.

If Releasor violates this Agreement, she shall pay liquated damages to The Animal Foundation of Great Falls, Montana in the amount of \$50,000. The Parties agree that damages, in case of a breach, would be difficult to determine. Based upon this consideration and what is known, however, the Parties agree that \$50,000 is a fair estimate that is reasonable if the Releasor breaches this Agreement. This is based upon the loss of donations that might reasonably occur, damage to The Animal Foundation's reputation, its inability to raise funds or obtain grants, and possible punitive damages against the Releasor. The Parties are aware of cases in Montana and Cascade County where damages have far exceeded what they agree to be a reasonable estimate in this matter.

In addition, Releasor waives or gives up the defense of the statute of limitations and agrees the Releasees can pursue any cause of action that they may have had as a result of this lawsuit and her actions in filing it and prosecuting it. She also agrees that she will pay all attorney's fees and costs in the Releasees enforcing this provision of the Agreement if they are successful. Releasor is not admitting any wrongdoing in bringing her lawsuit and specifically denies that she engaged in any wrongful conduct.

7. Entry on Any Property Owned or Operated by the Releasees—Trespass Notice

The Releasor understands The Animal Foundation of Great Falls (doing business as the Maclean Animal Adoption Center) gives notice by this Agreement that she, or members of her family, are forbidden from entering its facility or premises. The Release does not invite, welcome, or permit her to enter its property. This notice can be revoked only by the written permission of The Animal Foundation or its successor in interest.

8. Agreement Contingency

This Agreement is contingent upon The Animal Foundation being able to obtain D&O (commonly referred to as Director and Officer) insurance based upon reasonable inquiry from several (at least two) insurers within six months of the signing of this Agreement. The Animal Foundation agrees to contact an independent insurance agency to request that it explore whether The Animal Foundation can obtain such insurance at a rate not inflated or available to other similar businesses because of Releasor's lawsuit.

If insurance companies refuse to underwrite such a policy or agree to write it at a rate that it would normally charge a non-profit business, the Releasees can deem that this Agreement is null and void only upon written notice to the Releasor at the address and/or email she used in this lawsuit unless she gives written notice to the Releasees' attorney of

a change of address and email. If that occurs, the Parties can proceed with any activity, or legal action as allowed under Montana law, and this Agreement is of no force or effect.

9. Disclaimer and Waiver

Releasor has **carefully** read this Agreement, understands its contents, and signs it of her own free will and accord. This Release shall be binding upon Releasor's heirs, successors, personal representatives and assigns. Releasor further agrees that she has had the opportunity and sufficient time to retain an attorney to review this document and discuss it. She specifically agrees this Agreement is not vague or ambiguous.

10. Choice of Law

The laws of the State of Montana shall apply to the interpretation of this Agreement.

11. Final Agreement

This written Agreement constitutes the final agreement between the Parties and shall supersede any oral agreements to the contrary.

DATED this ____ day of _____, 2016.

CAUTION: READ BEFORE SIGNING!

Linda Metzger, Releasor

STATE OF MONTANA)
 :ss.
County of _____)

This instrument was acknowledged before me on the _____ day of _____, 2016, by Linda Metzger, Releasor.

Typed or Printed Name: _____

NOTARY PUBLIC for the State of Montana

Residing at: _____

My Commission Expires: _____

AFFIDAVIT OF LINDA METZGER

STATE OF MONTANA
COUNTY OF CASCADE

The undersigned, Linda Metzger, being duly sworn, hereby deposes and says:

- I am over the age of 18 and am a resident of the State of Montana.
- I suffer no legal disabilities.
- I have personal knowledge of the facts set below, and, if called as a witness, could testify completely thereto.

1. I received the original undated letter with the letterhead "Maclean Animal Adoption Center" and the signature "Owen Robinson" over the word "President" on or about August 26, 2015.

2. On February 22, 2016, in Cause No. CV-2015-2005, I submitted to the court a Reply Brief with the following statement: "AF (Animal Foundation) misused a staggering amount of donor money, about three hundred thousand dollars, resisting a lawful subpoena duces tecum...." The Animal Foundation did not dispute my statement.

3. I received an electronic copy of the six-page General Release and Settlement Agreement on or about March 16, 2016, from Bradley J. Luck, Esq., of Garlington, Lohn & Robinson, PLLP, on behalf of Robert F. James and the Animal Foundation of Great Falls.

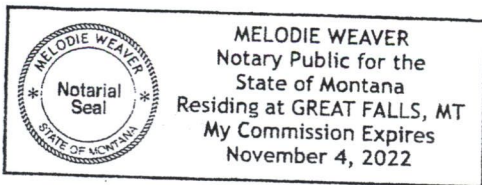
I declare that, to the best of my knowledge and belief, the information herein is true and correct.

Executed this 3rd day of March, 2020.

Linda Metzger

NOTARY ACKNOWLEDGEMENT

STATE OF MONTANA, COUNTY OF CASCADE, ss:



Melodie Weaver
Notary Public

11-04-2022

My commission expires