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VIA E-MAIL

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****CONFIDENTIAL SETTLEMENT COMMUNICATION****
****FED. R. EVID. 408 INADMISSIBLE SETTLEMENT NEGOTIATION****

Re: *Stoughton Media Access Corporation v. Town of Stoughton, et al.*;
No. 1:25-cv-10886-IT (D. Mass.)

Dear Lenny:

Pursuant to Local Rule 16.1(c), Plaintiff, Stoughton Media Access Corporation ("SMAC"), makes the following offer of settlement to the Defendants, Town of Stoughton ("Stoughton"), Thomas Calter III, Stephen Cavey, and Joseph Mokrisky.

SMAC is willing to resolve this litigation on the following material terms:


1. The Defendants shall make payment to SMAC in the amount of \$1,936,796.00.
2. The parties shall agree that Article XI, § 1, Par. 1 of the Access Agreement shall be deleted in its entirety and replaced with "The Access Corporation agrees that the Issuing Authority shall appoint two Directors to the Board of Directors of the Access Corporation for a term of two years, one of whom should be a Senior Citizen (65 years or older) if possible, and each of whom shall be Stoughton residents; and that the School Committee of the Issuing Authority shall appoint one Director for a term of two years who shall be a Stoughton resident. Once appointed only SMAC may remove, discharge, discipline or otherwise manage any and all its Directors.
3. The parties shall agree to amend Article VIII of the Agreement to provide that SMAC is entitled to liquidated damages in the event that Stoughton and/or the Stoughton Select Board breach the Agreement.
4. The parties shall agree that SMAC's Bylaws shall be amended to: (a) be consistent with Article XI, Section 1, of the Agreement, as amended pursuant to Point 2, above;

(b) remove all provisions, terms, language, and references, including in Article III, which purport to divest or have the effect of divesting SMAC and or its members of the ability to amend SMAC's Bylaws without approval by Stoughton and/or the Stoughton Select Board; and (c) remove all provisions, terms, language, and references which purport to permit or have the effect of authorizing Stoughton, the Stoughton Select Board, and/or the School Committee to remove, with or without cause, any members of SMAC's Board of Directors.

5. The Defendants shall remove all of their defamatory statements regarding SMAC and SMAC's Directors, Officers, Board Members, and employees from all publications and platforms, including but not limited to all social media platforms.
6. The parties shall execute mutual releases.

SMAC continues to reserve (and waives none) of its rights, including but not limited to its right to seek additional damages at trial. We look forward receiving your response on or before August 7, 2025, per Paragraph 2 of the Court's Notice of Scheduling Conference [ECF No. 27].

Very truly yours,



Zachary M. Wallack
ZMW

cc: Thomas R. Donohue, Esq. (via email (tdonohue@bhpklaw.com))
Crystal Huff, Esq. (via email ((chuff@bhpklaw.com))