

VIRGINIA:

IN THE CIRCUIT COURT OF LOUDOUN COUNTY

**THE DAILY WIRE, LLC; and** )  
**LUKE ROSIAK;** )

*Petitioners,* )

v. )

Civil Case No. \_\_\_\_\_

**THE LOUDOUN COUNTY** )  
**SCHOOL BOARD,** )

Serve: Melinda Mansfield )  
Chair of the Board )  
21000 Education Court )  
Ashburn, VA 20148; )

Serve: Shari Byrne )  
Chair of the Board )  
21000 Education Court )  
Ashburn, VA 20148; )

**DAN ADAMS,** )  
LCPS FOIA Officer )  
21000 Education Court )  
Ashburn, VA 20148; )

**NATALIE ALLEN,** )  
Chief Communications and )  
Community Engagement Officer )  
Loudoun County Public Schools )  
21000 Education Court )  
Ashburn, VA 20148; )

**AARON SPENCE,** )  
Superintendent )  
Loudoun County Public Schools )  
21000 Education Court )  
Ashburn, VA 20148; )

*Respondents.* )

\_\_\_\_\_ )

**VERIFIED PETITION**  
**FOR WRIT OF MANDAMUS OR INJUNCTIVE RELIEF FOR**  
**VIOLATION OF THE VIRGINIA FREEDOM OF INFORMATION ACT**

1. This case arises out of the Respondent's violation of The Virginia Freedom of Information Act ("FOIA"). Code of Virginia § 2.2-3700 et. seq.

**PARTIES**

2. Petitioner The Daily Wire, LLC is, among other things, a news media outlet covering issues of local and national concern.

3. Petitioner Mr. Luke Rosiak is an investigative reporter for The Daily Wire and a resident of Fairfax County in the Commonwealth of Virginia.

4. Respondent Dan Adams is the Loudoun County Public Schools ("LCPS") FOIA Officer. He is the Acting Public Information Officer. In this capacity, Dan Adams is the primary officer for ensuring compliance with the Virginia Freedom of Information Act. He is also listed as the Acting Public Information Officer.

5. Respondent Natalie Allen is the Chief Communications and Community Engagement Officer. She is the supervisor of the Public Information Officer.

6. Respondent Aaron Spence is the Superintendent of LCPS.

7. Respondent Loudoun County School Board is the governing body of the school system and the body on whose behalf the other Respondents act.

**FACTS**

8. Mr. Luke Rosiak is an investigative reporter for The Daily Wire. At all relevant times, he was an agent of The Daily Wire.

9. Mr. Rosiak investigates, and publishes his findings on, issues related to schools and K–12 education throughout the United States. He was the reporter who broke the story of the former LCPS Superintendent’s cover-up of the sexual assault of a female student at Stone Bridge High School in October 2021.

10. Mr. Rosiak has written extensively on the events that have taken place as a result of that cover-up, including the criminal trial of the former Superintendent and what a special grand jury found to be the district’s attempts to misuse lawyers and legal processes to block the public from discovering its misconduct.

11. As a part of continuing to cover the story of events in Loudoun County for The Daily Wire, on October 2, 2023, Mr. Rosiak filed a Freedom of Information Act request with Loudoun County Public Schools (“LCPS”).

12. This request (“Request One”), made pursuant to Va. Code § 2.2-3704, asked for “Copies of all legal settlements entered into between May 1, 2023, and the present.” See Exhibit A.

13. Request One was assigned Reference # R001413-100223. *Id.*

14. Respondent Dan Adams, the FOIA Officer for LCPS, processed Mr. Rosiak’s request.

15. Respondent confirmed receipt of the request on October 2, 2023, and asked Mr. Rosiak to narrow the request. *Id.*

16. On that same day, Mr. Rosiak agreed to narrow the scope of his request and altered it to: “A contract settling potential or actual legal claims by the family of the October 2021 sexual assault victim at Broad Run High School.” *Id.*

17. On October 10, 2023, the Respondent denied Request One claiming, “The information you requested contains information that relates to: 2-2.3705.4 (1) [sic] Identifiable student scholastic record.” *Id.*

18. Approximately one hour after he received this determination, Mr. Rosiak replied to the Respondent, pointing out that a “legal and financial agreement with a pair of parents is not a scholastic record” and providing an example of another Virginia jurisdiction that had provided such a document upon request. *Id.*

19. Later that same day, Mr. Adams responded with yet another justification for withholding.

20. In this second reply, Mr. Adams added that “the requested record is exempt from mandatory disclosure under Va. Code § 2.2-3705.4(A)(1)” as it “inherently ‘contain[s] information directly related’ to a particular student.” *Id.*

21. The second reply went on to say that redacting the name does not negate the record from being exempt as a scholastic record. *Id.*

22. The second reply also invoked the Family Education Right and Privacy Act of 1974 (“FERPA”) as a basis for withholding the record. *Id.*

23. Finally, the second response claimed that the record “is also exempt from mandatory disclosure under Va. Code § 2.2-3705.1(3), as a legal memoranda/work product compiled specifically for use in litigation.” *Id.*

24. Thus, after Mr. Rosiak clarified that he was not seeking records containing student information, rather information related to settlement payments—as are routinely disclosed by other jurisdictions in the Commonwealth—Mr. Adams doubled

down on his denial of Request One, claiming a litany of exemptions prevented him from disclosing the record.

25. Disbelieving Mr. Adams' explanations—but recognizing that the October 10 denials admitted the existence of a record—and in an attempt to obtain the records without litigation, Mr. Rosiak submitted another FOIA request on October 24, 2023 (“Request Two”). *See* Exhibit B.

26. Request Two sought “Financial records (including, but not limited to cancelled checks, ledgers, accounting records, and financial statements), which reflect the date, associated budget, and amount paid for each legal settlement (i.e. an agreement to avoid an actual or potential lawsuit) entered into by LCPS in 2023.” *Id.*

27. Request Two was assigned Reference # R001432-102423.

28. On November 9, 2023, Dan Adams denied Request Two, stating that, “We have searched the available databases and have determined that there are no records that are responsive to your request.” *Id.*

### **LEGAL STANDARD**

29. The General Assembly enacted the Virginia Freedom of Information Act to allow “the people of the Commonwealth ready access to public records in the custody of a public body ... wherein the business of the people is being conducted.” Va. Code § 2.2-3700(B).

30. The General Assembly further instructed, “The provisions of this chapter shall be liberally construed to promote an increased awareness by all persons of

governmental activities and afford every opportunity to citizens to witness the operations of government.” *Id.*

31. The Act admonishes government officials that “All public bodies and their officers and employees shall make reasonable efforts to reach an agreement with a requester concerning the production of the records requested.” *Id.*

32. Nor is this an idle threat as the Act allows the Courts of the Commonwealth to impose fines on public officials for willful and knowing violations of the FOIA. Va. Code § 2.2-3714.

33. Respondent Dan Adams is the FOIA officer for Loudoun County Public Schools.

34. Loudoun County Public Schools and the Loudoun County School Board are public bodies subject to the Virginia FOIA.

35. Mr. Rosiak’s FOIA requests sought records in the possession of the Respondent and/or the school system.

36. Mr. Rosiak’s FOIA requests sought records related to school system expenditures on an issue that has been front and center in the community for the past two years.

37. Mr. Rosiak’s FOIA requests were made properly.

38. The records are not protected from mandatory disclosure by any provision of the Virginia Freedom of Information Act.

39. The records have not been produced in accordance with the law.

### **JURISDICTION AND VENUE**

40. This court has jurisdiction to award injunctive relief. Va. Code § 8.01-620.

41. This court has jurisdiction to issue a writ of mandamus. Va. Code § 8.01-645.

42. Pursuant to the FOIA, a petition for mandamus or injunctive relief are the appropriate and available remedies for a party who has been denied rights conferred by the statute.

43. The Respondents are all employees of Loudoun County Public Schools, subject to the general personal jurisdiction of this Court.

44. All relevant actions took place within Loudoun County.

45. The Respondents have the ability to control or direct the release of the records the Petitioners requested.

46. This is a verified petition consistent with the Code of Virginia § 8.01-4.3 and Rule 1:10 of the Rules of the Supreme Court of Virginia.

Cause of Action  
Violation of the Freedom of Information Act

47. The Petitioners incorporate paragraphs 1–46.

48. Mr. Rosiak, on behalf of The Daily Wire, filed a valid FOIA request seeking “copies of all legal settlements entered into between May 1, 2023, and the present.”  
*See Ex. A.*

49. The Daily Wire has been a leading public source of information on student safety in Loudoun County Public Schools. Its investigative reporting has led to, among other things, changes in the composition of the School Board and a criminal investigation into former Superintendent Scott Ziegler.

50. The Daily Wire and Mr. Rosiak have received identical information from other schools in Virginia after making similar FOIA requests. Exhibit C is a copy of a

settlement agreement entered into by Fairfax County Public Schools in May 2023, obtained by the Daily Wire and the subject of a July 7, 2023, article by Mr. Rosiak. Luke Rosiak, *School District Pays \$600k to Settle Sexual Harassment Lawsuit After SCOTUS Declines to Hear ‘One Free Rape’ Case*, THE DAILY WIRE, Jul. 7, 2023, available at <http://tinyurl.com/yvkc pz74>.

51. The Daily Wire is continuing to investigate other aspects of malfeasance in the Loudoun schools, which enroll over 82,000 students in the County. As a part of this investigation The Daily Wire is researching how much money the district has spent to keep stories related to student safety from becoming public.

52. The documents requested are of the type that can be released—and indeed are released by other school districts in the Commonwealth. *See* Ex. C.

53. The Respondents have not given a proper justification for withholding the requested documents and, instead, have given only shifting, improper, and pretextual reasons for withholding documents it should have simply produced.

54. The Respondents have knowingly and willfully violated the Virginia FOIA by failing to provide documents properly requested and subject to release.

### **PRAYER FOR RELIEF**

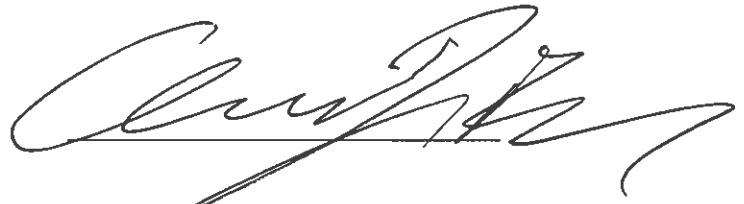
WHEREFORE, the Petitioners respectfully requests this Court provide:

1. Injunctive Relief to prohibit the Respondents from withholding the records originally properly requested in Request One on October 3, 2023, under the FOIA; OR



2. A writ of mandamus issued to any or all of the respondents directing them to release the records requested in Request One on October 3, 2023, within five (5) days of the issuance of the order; AND
3. Costs and fees, including attorney fees, as provided for by the Code of Virginia § 2.2-3713(D); AND
4. Penalties issued to Respondent Dan Adams, and any other Respondent this Court finds substantively involved in the decision to unlawfully withhold documents and willfully violated the FOIA, pursuant to Code of Virginia § 2.2-3714; AND
5. Any other remedy within the jurisdiction of this Court to award to provide full relief to the Petitioners.

Dated: January 16, 2024



Andrew J. Block, VSB No. 91537  
AMERICA FIRST LEGAL FOUNDATION  
611 Pennsylvania Ave. SE #231  
Washington, D.C. 20003  
Telephone: (202) 836-7958  
Email: [andrew.block@aflegal.org](mailto:andrew.block@aflegal.org)

*Counsel for Petitioners*

[Verification statement follows on the next page]

I declare under the penalty of perjury that the foregoing is true and correct.

1-16-24  
Dated

Lupe Rosch  
Signed

**Message History (12)**

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✉ On 10/10/2023 5:46:26 PM, Loudoun County Public Schools Public Records wrote:

**Subject:** LCPS Service Request Updated :: R001413-100223

**Body:**

RE: PUBLIC RECORDS REQUEST of October 02, 2023., Reference # R001413-100223.

Dear Luke Rosiak,

Loudoun County Public Schools received a public information request from you on October 02, 2023. Your request mentioned:

**"Copies of all legal settlements entered into between May 1, 2023 and the present."**

As LCPS's prior response reflected, the requested record is exempt from mandatory disclosure under Va. Code § 2.2-3705.4(A)(1). Specifically, the record you have requested inherently "contain[s] information directly related" to a particular student, and, therefore, it constitutes a "scholastic record" under Va. Code § 2.2-3701.

Redaction of the individual student's name from the requested record does not negate that the record is a scholastic record, which is otherwise exempt from mandatory disclosure under the Virginia Freedom of Information Act. See, e.g., *Townes v. Alford*, GV 18-6494-00 (Alexandria Gen. Dist. Ct., Oct. 31, 2018). That is, even if the student's name and other personal information is redacted from such record, it would still remain that student's scholastic record, given that it otherwise contains confidential information pertaining to that student, and their individual, particular circumstances. See, *id.* (the mere redaction of individual student names or other personal identifiers from requested scholastic records does not prevent or invalidate them from being a scholastic record of each of those students). Moreover, given that the record pertains to a particular student, such information would still be deemed a confidential scholastic record, even if the student's name is removed, given that the requestor (or others) could discern the identity of the student whose record is being requested to be disclosed.

Moreover, LCPS is prohibited by law from disclosing the requested record, namely under the Family Educational Right and Privacy Act of 1974 ("FERPA"), as it is a record of a personally identifiable student, where LCPS does not have the appropriate consent to release such record. See Va. Code §§ 2.2-3705.1 and 2.2-3705.4 (recognizing a public record may not be disclosed where such disclosure is prohibited by law).

The requested record is also exempt from mandatory disclosure under Va. Code § 2.2-3705.1(3), as a legal memoranda/work product compiled specifically for use in litigation. See, e.g., 1987-88 Va. Op. Atty. Gen., 1988 WL 408977 (settlement agreement constitutes memoranda, working paper or record compiled specifically for use in litigation).

If you have any questions or need additional information, please feel free to contact my office.

Sincerely,

Dan Adams  
LCPS Division FOIA Officer

## Communications and Community Engagement

✉ On 10/10/2023 5:34:14 PM, Loudoun County Public Schools Public Records wrote:

**Subject:** LCPS Service Request Updated :: R001413-100223

**Body:**

RE: PUBLIC RECORDS REQUEST of October 02, 2023., Reference # R001413-100223.

Dear Luke Rosiak,

Loudoun County Public Schools received a public information request from you on October 02, 2023. Your request mentioned:

**"Copies of all legal settlements entered into between May 1, 2023 and the present."**

As LCPS's prior response reflected, the requested record is exempt from mandatory disclosure under Va. Code § 2.2-3705.4(A)(1). Specifically, the record you have requested inherently "contain[s] information directly related" to a particular student, and, therefore, it constitutes a "scholastic record" under Va. Code § 2.2-3701.

Redaction of the individual student's name from the requested record does not negate that the record is a scholastic record, which is otherwise exempt from mandatory disclosure under the Virginia Freedom of Information Act. See, e.g., *Townes v. Alford*, GV 18-6494-00 (Alexandria Gen. Dist. Ct., Oct. 31, 2018). That is, even if the student's name and other personal information is redacted from such record, it would still remain that student's scholastic record, given that it otherwise contains confidential information pertaining to that student, and their individual, particular circumstances. See, *id.* (the mere redaction of individual student names or other personal identifiers from requested scholastic records does not prevent or invalidate them from being a scholastic record of each of those students). Moreover, given that the record pertains to a particular student, such information would still be deemed a confidential scholastic record, even if the student's name is removed, given that the requestor (or others) could discern the identity of the student whose record is being requested to be disclosed.

Moreover, LCPS is prohibited by law from disclosing the requested record, namely under the Family Educational Right and Privacy Act of 1974 ("FERPA"), as it is a record of a personally identifiable student, where LCPS does not have the appropriate consent to release such record. See Va. Code §§ 2.2-3705.1 and 2.2-3705.4 (recognizing a public record may not be disclosed where such disclosure is prohibited by law).

The requested record is also exempt from mandatory disclosure under Va. Code § 2.2-3705.1(3), as a legal memoranda/work product compiled specifically for use in litigation. See, e.g., 1987-88 Va. Op. Atty. Gen., 1988 WL 408977 (settlement agreement constitutes memoranda, working paper or record compiled specifically for use in litigation).

If you have any questions or need additional information, please feel free to contact my office.

Sincerely,

Dan Adams

LCPS Division FOIA Officer  
Communications and Community Engagement

↩ On 10/10/2023 12:21:46 PM, Luke Rosiak wrote:

To be clear, I am not seeking the name of the student or the parents, and you should redact those names and then release the record.

↩ On 10/10/2023 12:19:29 PM, Luke Rosiak wrote:

Dan,  
I'm truly shocked and disappointed that you would try this. After all the trouble LCPS has gotten in from trying to cover up a rape, you are still breaking the law to cover up the cover up. I thought you were better than your now-criminal former boss, who falsely claimed that testifying to a grand jury also amounted to sharing 'privileged' information.

This legal and financial agreement with a pair of parents is not a scholastic record, and you know it. Other Virginia jurisdictions routinely release identical documents (see: <https://www.dailywire.com/news/school-district-pays-600k-to-settle-sexual-harassment-lawsuit-after-scotus-declines-to-hear-argument-that-could-give-schools-one-free-rape> )

If I don't have this document by tomorrow, I guarantee you that there will be a lawsuit over it and that I will win. In the meantime there will be stories explaining how Loudoun lies about what the law says in order to protect its own officials, while pretending they're protecting someone else. I have a number of egregious examples of this and now I can add your name to the list.

Consider that when you're in a hole, you should stop digging.  
Luke

✉ On 10/10/2023 11:11:31 AM, Loudoun County Public Schools Public Records wrote:

**Subject:** LCPS Service Request Updated :: R001413-100223

**Body:**

RE: PUBLIC RECORDS REQUEST of October 02, 2023., Reference # R001413-100223.

Dear Luke Rosiak,

Loudoun County Public Schools received a public information request from you on October 02, 2023 for the following:

**"Copies of all legal settlements entered into between May 1, 2023 and the present."**

The information you requested contains information that relates to: 2.2-3705.4 (1) Identifiable student scholastic record

This information is confidential under the Virginia Freedom of Information Act. Our office is prohibited by law from releasing this information to you, and, therefore, it has been withheld from this request.

Thank you for your patience in awaiting this information.

Sincerely,

Dan Adams  
LCPS Division FOIA Officer  
Communications and Community Engagement

✉ On 10/10/2023 11:01:20 AM, Loudoun County Public Schools Public Records wrote:

**Subject:** LCPS Service Request Updated :: R001413-100223

**Body:**

RE: PUBLIC RECORDS REQUEST of October 02, 2023., Reference # R001413-100223.

Dear Luke Rosiak,

Loudoun County Public Schools received a public information request from you on October 02, 2023 for the following:

**"Copies of all legal settlements entered into between May 1, 2023 and the present."**

The information you requested contains information that relates to: 2.2-3705.4 (1) Identifiable student scholastic record

This information is confidential under the Virginia Freedom of Information Act. Our office is prohibited by law from releasing this information to you, and, therefore, it has been withheld from this request.

Thank you for your patience in awaiting this information.

Sincerely,

Dan Adams  
LCPS Division FOIA Officer  
Communications and Community Engagement



✉ On 10/10/2023 11:00:13 AM, Loudoun County Public Schools Public Records wrote:

**Subject:** [Records Center] Public Records Request :: R001413-100223

**Body:**



Dear Luke Rosiak,

RE: PUBLIC RECORDS REQUEST of October 02, 2023, Reference # R001413-100223

The Loudoun County Public Schools has reviewed your request and has determined that the records requested are exempt from disclosure under Public Records Act for the following reasons:

[FOIA\_EXEMPTIONS]

If you have any questions or need additional information, please feel free to contact my office at 571.252.1237.

Sincerely,

Dan Adams  
LCPS Division FOIA Officer  
Communications and Community Engagement

To view the full details of this request please log into the [Public Records Center](#)



↩ On 10/2/2023 5:08:48 PM, Luke Rosiak wrote:

A contract settling potential or actual legal claims by the family of the October 2021 sexual assault victim at Broad Run High School.

✉ On 10/2/2023 4:01:27 PM, Loudoun County Public Schools Public Records wrote:

**Subject:** [Records Center] Public Records Request :: R001413-100223

**Body:**

RE: PUBLIC RECORDS REQUEST of October 02, 2023, Reference # R001413-100223

Dear Luke Rosiak,

Loudoun County Public Schools received a public information request from you on October 02, 2023 for the following:

**“Copies of all legal settlements entered into between May 1, 2023 and the present.”**

I’m writing to ask you to clarify or narrow your request. The term "all legal settlements" is quite broad and lacks specificity.

This letter seeking clarification is made pursuant to Virginia Code § 2.2-3704, which allows us to inquire about “reasonable specificity” in the definition of your request.

Please respond in writing using one of the following methods so that there is a record of your response:

1. Online via LCPS Public Records Center;
2. via regular mail to Dan Adams, Acting Public Information Officer/FOIA Officer, 21000 Education Court, Suite 103, Ashburn, VA 21048; or
3. in person at the Public Information Office, 21000 Education Court, Suite 103, Ashburn, VA 20148

When we receive your response, LCPS will reply to your request, including, if applicable, providing you with an estimate of costs associated with producing the requested records.

Thank you for your patience in awaiting this information.

Sincerely,

Dan Adams  
LCPS Division FOIA Officer  
Communications and Community Engagement

✉ On 10/2/2023 3:49:03 PM, Loudoun County Public Schools Public Records wrote:

**Subject:** [Records Center] Public Records Request :: R001413-100223

**Body:**

RE: PUBLIC RECORDS REQUEST of October 02, 2023, Reference # R001413-100223

Dear Luke Rosiak,

Loudoun County Public Schools received a public information request from you on October 02, 2023 for the following:

**“Copies of all legal settlements entered into between May 1, 2023 and the present.”**

I’m writing to ask you to clarify or narrow your request. The term "all legal settlements" is quite broad and lacks specificity.

This letter seeking clarification is made pursuant to Virginia Code § 2.2-3704, which allows us to inquire about “reasonable specificity” in the definition of your request.

Please respond in writing using one of the following methods so that there is a record of your response:

1. Online via LCPS Public Records Center;
2. via regular mail to Dan Adams, Acting Public Information Officer/FOIA Officer, 21000 Education Court, Suite 103, Ashburn, VA 21048; or
3. in person at the Public Information Office, 21000 Education Court, Suite 103, Ashburn, VA 20148

When we receive your response, LCPS will reply to your request, including, if applicable, providing you with an estimate of costs associated with producing the requested records.

Thank you for your patience in awaiting this information.

Sincerely,

Dan Adams  
LCPS Division FOIA Officer  
Communications and Community Engagement

✉ On 10/2/2023 2:55:10 PM, Loudoun County Public Schools Public Records wrote:



Dear Luke Rosiak:

Thank you for your interest in public records of Loudoun County Public Schools. Your request has been received and is being processed in accordance with the Virginia Freedom of Information Act. Your request was received in this office on 10/2/2023 and given the reference number R001413-100223 for tracking purposes.

**Records Requested:** Copies of all legal settlements entered into between May 1, 2023 and the present.

Your request will be forwarded to the relevant department(s) to locate the information you seek and to determine the volume and any costs associated with satisfying your request. LCPS may make reasonable charges not to exceed its actual costs incurred in accessing, duplicating, supplying, or searching for requested records. It is LCPS' goal to keep production costs as low as possible. Requestors can ask that an estimate be provided in advance of supplying the requested records.

You will be contacted about the availability and/or provided with copies of the records in question. PLEASE NOTE: The Virginia Freedom of Information Act does not require a governmental body to create new information, to do legal research, or to answer questions.

You can monitor the progress of your request at the link below and you'll receive an email when your request has been completed. Again, thank you for using the Public Records Center.


Loudoun County Public Schools

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To monitor the progress or update this request please log into the [Public Records Center](#)



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 On 10/2/2023 2:55:10 PM, Luke Rosiak wrote:

Request Created on Public Portal

# R001432-102423 - Public Records Request

## Message History (4)

✉ On 11/9/2023 1:11:09 PM, Loudoun County Public Schools Public Records wrote:

**Subject:** LCPS Service Request Updated :: R001432-102423

**Body:**

RE: PUBLIC RECORDS REQUEST of October 24, 2023, Reference # R001432-102423

Dear Luke Rosiak,

Loudoun County Public Schools received a public information request from you on October 24, 2023 for the following:

**“Financial records (including, but not limited to cancelled checks, ledgers, accounting records and financial statements), which reflect the date, associated budget, and amount paid for each legal settlement (i.e. an agreement to avoid an actual or potential lawsuit) entered into by LCPS in 2023.”**

We have searched the available databases and have determined that there are no records that are responsive to your request.

Thank you for your patience in awaiting this information.

Sincerely

Dan Adams  
LCPS Division FOIA Officer  
Communications and Community Engagement

✉ On 10/30/2023 3:30:30 PM, Loudoun County Public Schools Public Records wrote:

**Subject:** LCPS Service Request Updated :: R001432-102423

**Body:**

RE: PUBLIC RECORDS REQUEST of October 24, 2023., Reference # R001432-102423.

Dear Luke Rosiak,

Loudoun County Public Schools received a public information request from you on October 24, 2023 for the following:

**"Financial records (including, but not limited to cancelled checks, ledgers, accounting records and financial statements), which reflect the date, associated budget, and amount paid for each legal settlement (i.e. an agreement to avoid an actual or potential lawsuit) entered into by LCPS in 2023."**

We have determined that the records you requested will require more than five days to process. We, therefore, are informing you that we are exercising our option to extend our processing time by seven working days for the following reason(s): Locating and retrieval of requested records and legal review.

This letter is intended to notify you of the current status of your request and inform you that the retrieval of the records is currently underway and with an estimated completion date of Thursday, November 9.

Sincerely,

Dan Adams  
LCPS Division FOIA Officer  
Communications and Community Engagement

✉ On 10/24/2023 4:49:42 PM, Loudoun County Public Schools Public Records wrote:



Dear Luke Rosiak:

Thank you for your interest in public records of Loudoun County Public Schools. Your request has been received and is being processed in accordance with the Virginia Freedom of Information Act. Your request was received in this office on 10/24/2023 and given the reference number R001432-102423 for tracking purposes.

**Records Requested:** Financial records (including, but not limited to cancelled checks, ledgers, accounting records and financial statements), which reflect the date, associated budget, and amount paid for each legal settlement (i.e. an agreement to avoid an actual or potential lawsuit) entered into by LCPS in 2023.

Your request will be forwarded to the relevant department(s) to locate the information you seek and to determine the volume and any costs associated with satisfying your request. LCPS may make reasonable charges not to exceed its actual costs incurred in accessing, duplicating, supplying, or searching for requested records. It is LCPS' goal to keep production costs as low as possible. Requestors can ask that an estimate be provided in advance of supplying the requested records.

You will be contacted about the availability and/or provided with copies of the records in question. PLEASE NOTE: The Virginia Freedom of Information Act does not require a governmental body to create new information, to do legal research, or to answer questions.

You can monitor the progress of your request at the link below and you'll receive an email when your request has been completed. Again, thank you for using the Public Records Center.


Loudoun County Public Schools

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To monitor the progress or update this request please log into the [Public Records Center](#)



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 On 10/24/2023 4:49:42 PM, Luke Rosiak wrote:

Request Created on Public Portal



## SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release of all claims (hereinafter, “Agreement”) is entered into this 9th day of May 2023, by and between [REDACTED] (“Jane Doe” or “Doe”), on the one part, and on the other part, the Fairfax County School Board (the “School Board”), which operates the Fairfax County Public Schools (“FCPS”). Doe and the School Board are collectively referred to as the “Parties.”

### RECITALS

WHEREAS, Doe was a student in the FCPS system until her graduation from Oakton High School on June 8, 2018.

WHEREAS, Doe has alleged that while she was on a trip with the Oakton High School band on March 8, 2017, she was sexually assaulted by another Oakton student (the “Alleged Incident”).

WHEREAS, Doe filed a lawsuit captioned *Jane Doe v. Fairfax County School Board*, No. 1:18-cv-614, in the United States District Court for the Eastern District of Virginia, alleging that the School Board’s response to the incident constituted discrimination under Title IX of the Education Amendments of 1972, and seeking damages (“the Litigation”).

WHEREAS, Doe proceeded under this lawsuit as “Jane Doe.” The Court has ordered, *inter alia*, that she be identified solely as “Jane Doe” on publicly filed documents, *see, e.g.*, ECF No. 8 (May 31, 2018), and the Parties have agreed – and the Court ordered – that the obligations of the Protective Order entered in the case “shall survive termination of this action.” *See, e.g.*, ECF No. 34, Para. 11 (Oct. 29, 2018).

WHEREAS, the School Board has at all times denied the allegations in the Litigation and asserted that it complied with Title IX.

WHEREAS, the Parties seek to compromise and settle all disputes between them, including the Lawsuit, believing such settlement to be in their respective best interests in light of the expense and uncertainty of litigation, and without admission of any liability, fact, claim or defense, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for good consideration, the sufficiency of which is hereby acknowledged, the Parties intending to be bound legally and acting of their own free will, agree as follows:

1. **Recitals.** The recitals set forth above are fully incorporated into this Agreement.

2. **Payment by the School Board.** Within thirty (30) calendar days of the date that Doe signs this Agreement and upon receipt by the School Board’s counsel of all of the

following: (1) the original Agreement executed by Doe, (2) a fully executed W-9 form for Correia & Puth, PLLC, the School Board shall make payment to Correia & Puth, PLLC in the amount of Five Hundred Eighty-Seven Thousand Five Hundred Dollars (\$587,500) (the “Settlement Proceeds”), which payment shall be made without any withholdings and for which the School Board will issue a Form 1099-MISC to Correia & Puth, PLLC. Correia & Puth, PLLC shall be responsible for disbursement of funds to Doe and co-counsel providing each appropriate tax documentation related to this settlement payment, which is for attorneys’ fees and costs and alleged damages to Doe arising from her civil rights claim under Title IX..

**3. Dismissal of the Litigation.** Within seven (7) days of receipt of the Settlement Proceeds by her counsel, Doe will cause her counsel to file a Request for Dismissal with Prejudice of the Lawsuit.

**4. Fees and Costs.** Each Party shall bear its own fees and costs (including but not limited to attorneys’ fees) incurred in connection with the Litigation.

**5. Use of Pseudonym Only.** The School Board agrees that it will redact Doe’s true name from any copy of this Agreement (stated on pages 1 and 4) that is provided to any third party, other than its attorneys and its auditors, and that prior to providing an unredacted copy of this Agreement to any attorney or auditor, it will inform such attorneys or auditors that Doe’s true name is to be maintained as confidential, non-public information. The School Board further agrees that it will refer to Doe only by her pseudonym in any public statements about this Agreement or the Litigation.

**6. General Waiver and Release of Claims and Covenant Not to Sue.** Doe, on behalf of herself, her heirs, executors, administrators, personal representatives, and assigns, covenants not to sue and fully releases any and all claims or potential claims that she may have, from the beginning of time through the date of this Agreement, against the School Board and FCPS or their past, current, or future individual board members, administrators, employees, attorneys, representatives, and agents (collectively, the “Released Parties”), for any and all manner of actions and causes of action, suits, judgments, debts, claims demands, accountings, grievances, obligations, rights whatsoever, in law or in equity, including, but not limited to, physical or emotional injuries, medical expenses, loss of earnings or earning capacity, whether known or unknown, suspected or unsuspected, arising out of any act or omission related to the Alleged Incident and occurring before the date of this Agreement. Doe acknowledges that this release includes all rights, claims, and damages based on the Alleged Incident, the Litigation, and on any other aspect of Doe’s interactions with the School Board or its members, FCPS, or its employees or agents.

The Parties agree that this Agreement is meant to resolve all disputes and potential disputes between them pertaining to the above referenced recitals and shall be interpreted as a release of all claims arising out of or related to the Alleged Incident or related to any other aspect of Doe’s interactions with the School Board or its members, and FCPS or its employees or agents, whether stated or enumerated herein. Doe understands and agrees that by entering into this Agreement, she is waiving any claims that she may have against the School Board and FCPS or their past, current, or future individual board members, administrators, officers, employees,

attorneys, representatives, and agents arising out of or related to the Alleged Incident or related to any other aspect of Doe's interactions with the School Board or its members, or FCPS or its employees or agents. Doe represents and warrants that she is unaware of any claim, right, demand, debt, action, obligation, liability, or cause of action that she may have against the School Board or FCPS, or any past, current, or future individual board members, administrators, officers, employees, attorneys, representatives, and agents that do not arise out of or relate to the Alleged Incident or that has not been released by this Agreement.

7. **No Admission of Liability.** The Parties acknowledge and agree that by entering into this Agreement, the School Board does not admit any wrongdoing, fault, or liability of any kind whatsoever. This Agreement shall not be construed to render Doe a "prevailing party." Each party shall bear their own attorney's fees and costs.

8. **Construction of Agreement.** The Parties stipulate that this Agreement is a result of negotiations between the Parties. Therefore, it is agreed that in the event there are any ambiguities contained herein, this Agreement shall not be construed in favor of or against any party irrespective of which party prepared this Agreement.

9. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the Alleged Incident and the allegations made in the Litigation, and it supersedes and cancels any prior understandings and agreements (oral or written) of the Parties.

10. **Partial Invalidity.** If any provision of this Agreement is prohibited by law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, the prohibition or determination shall not affect the validity of the remaining provisions of this Agreement.

11. **Modification.** Any modification or waiver of any provision of this Agreement, or any consent to any departure from the terms of this Agreement, shall not be binding unless the same is in writing and signed by all the Parties.

12. **Governing Law.** This Agreement shall be governed and construed under the laws of the Commonwealth of Virginia without reference to Virginia's choice of law rules.

13. **Counterparts.** This Agreement may be signed in counterparts, all of which, when taken together, shall constitute the entire agreement and any of which shall be deemed to be an original. The Parties agree and acknowledge that facsimile or PDF copies of their respective signatures shall be treated as originals.

14. **Acknowledgement and Authority.** Doe acknowledges that she is entering knowingly into this Agreement with full knowledge of any information regarding its provisions, with full understanding of all such provisions and terms, with the advice of legal counsel, and without reliance on any representations, terms, interpretations, warranties, statements or actions of any persons. The School Board acknowledges that its representative signing below has authority to enter into this Agreement on the School Board's behalf. Accordingly, the Parties expressly represent that they have read the foregoing Agreement, understand its contents, accept

and agree to its provisions, and hereby execute it voluntarily and knowingly and with full understanding of its consequences.

**15. Capacity.** Doe and her attorneys represent and warrant that Doe has the legal capacity to manage her own affairs and that she is not under a legal disability that would prevent her from understanding and executing this Agreement. Doe and her attorneys acknowledge and agree that the representations and warranties in this paragraph 15 are a material inducement for the School Board to enter into this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date set forth below.

[Redacted signature]

[Redacted signature]

Date: 05/10, 2023

**FAIRFAX COUNTY SCHOOL BOARD**

By: *Rachna Sizemore Heizer*

Name: Rachna Sizemore Heizer

Title: Chair, Fairfax County School Board

Date: May 10, 2023