

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between Cindy McKeon, d/b/a Cindy Mckean (“Ms. McKeon”), her agents and assigns on the one hand, and Julia Purdy (“Ms. Purdy”) and The Aquarian Organization of Astrologers, Inc. (“the AOA”), collectively, the “AOA Defendants,” and their agents and assigns on the other hand.

### RECITALS

#### WITNESSETH:

Ms. McKeon and the AOA Defendants (collectively, the “Parties”) acknowledge that certain statements that Ms. Purdy published on the Internet about Ms. McKeon and her business have led to litigation between the Parties – filed in the Sixteenth Circuit Court of Jackson County, Missouri, Case No. 1616-CV10969 (the “Action”). For good and valuable consideration received, the Parties desire to settle, compromise, and release any and all potential liability, demands, controversies, damages or actions, in law or equity, related to the Action, including all claims of Ms. McKeon against the AOA Defendants or the AOA Defendants against Ms. McKeon that have been and could have been asserted related to the Action.

### AGREEMENT AND RELEASES

NOW THEREFORE, for good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the Parties expressly agree as follows:

**1. Dismissal of All Claims Without Prejudice and Waiver of Future Claims.** Upon the Parties signing the Agreement, Ms. McKeon will dismiss, without prejudice, all claims asserted in the Action. The abstention from pursuing these claims against the AOA Defendants, together with the AOA Defendants’ agreement to remove all remaining online postings published about Ms. McKeon and her business, as more particularly described in Section 2; the Parties’ acknowledgement that Ms. McKeon may publish a statement of retraction about the dispute online, as more particularly described in Section 3; the reimbursement payment of \$108.00 that the AOA Defendants shall make to Ms. McKeon, as more particularly described in Section 4; Ms. McKeon’s agreement to waive any claims she has or may have relating to domain names registered to Ms. Purdy, the related agreement by the AOA Defendants not to make any future use of some of those domains, and the AOA Defendants’ agreement to waive any claims they have or may have relating to a separate identified domain name, all as more particularly described in Section 5; and a general agreement by both Parties to waive any other claims that may have been brought in the Action, constitute the consideration for this Agreement, which the Parties agree is fair, reasonable and adequate in view of the disputes which exist. The Parties acknowledge that this Agreement comprises a complete settlement of all liability claimed and denied and is intended to avoid further litigation and to be final and complete.

**2. Removal of Existing Internet Postings and/or Content.** Within three (3) days of signing this Agreement, Ms. Purdy shall personally delete, from any and all websites and

social media, all Internet postings referencing Ms. McKeon, including, but not limited to: the postings made on her personal Facebook page (<https://www.facebook.com/julia.purdy.5>) on September 16, 2015, October 3, 2015, October 9, 2015, and October 13, 2015; the Twitter post made under the handle "Jupiter Advantage" (@JupitersApp) on September 16, 2015 at 10:06 AM; the Yelp review posted on September 30, 2015 by Julia Purdy on behalf of the AOA; and the statement made on every webpage with the root domain [astrologykansascity-aoa.com](http://astrologykansascity-aoa.com), which reads: "The AOA is also not affiliated in any way with the website Kansas City Astrology and Tarot hosted on KansasCityAstrology.com. Look for us now with a -aoa at the end."

**3. Statement of Retraction.** Upon the Parties signing the Agreement, the AOA Defendants acknowledge that Ms. McKeon may publish the following statement of retraction:

*The Aquarian Organization of Astrologers, Inc. (AOA) and Julia Purdy have made allegations online and verbally about Cindy Mckean and her business, Kansas City Astrology and Tarot, LLC. These allegations were false. We express our regret. All parties have come to a resolution and we wish each other the best with our future endeavors.*

**4. Reimbursement Payment.** Within five (5) days of the Parties signing this Agreement, the AOA Defendants shall make a payment of \$108.00 to Ms. McKeon to reimburse her for expenses she previously paid on behalf of the AOA. Such payment will be made by check to Cindy McKeon and passed through the Parties' attorneys.

**5. Existing Domains.**

A. Ms. McKeon agrees to waive any claims she currently has, or may have in the future, relating to the registration and/or use of domain names that Ms. Purdy registered, including:

- [astrologykansascity-aoa.com](http://astrologykansascity-aoa.com)
- [kansascityastrology-aoa.com](http://kansascityastrology-aoa.com)
- [astrologykc.com](http://astrologykc.com)
- [kcastrology.com](http://kcastrology.com)
- [kansascityastrology.net](http://kansascityastrology.net)
- [kansascityastrologyandtarot.com](http://kansascityastrologyandtarot.com)
- [kcastrologyandtarot.com](http://kcastrologyandtarot.com)
- [kcastrology.net](http://kcastrology.net)
- [kansascitytarotandastrology.com](http://kansascitytarotandastrology.com)

This provision should not be interpreted to waive any potential future claims stemming from content that may be posted on websites using the above domain names in the future.

B. For [kcastrology.com](http://kcastrology.com) and [kansascityastrology.net](http://kansascityastrology.net), the AOA Defendants agree to leave each of these domains inactive and not publish any content at these domains. Further, the AOA Defendants agree to not renew the registration for

these domain names and will allow them to expire on September 16 and October 11, 2017, respectively. Upon expiration of these domains, neither Ms. Purdy nor anyone associated with her or the AOA shall re-register these domains at any time in the future.

- C. For [kansascityastrologyandtarot.com](http://kansascityastrologyandtarot.com), [kastrologyandtarot.com](http://kastrologyandtarot.com), [kastrology.net](http://kastrology.net), and [kansascitytarotandastrology.com](http://kansascitytarotandastrology.com), the AOA Defendants agree not to register and/or make use of these domains at any time in the future.
- D. The AOA Defendants agree to waive any claims they currently have, or may have in the future, relating to the domains [astrologykansascity.com](http://astrologykansascity.com) and [kansascityastrology.com](http://kansascityastrology.com), and Ms. McKeon shall maintain all rights to and ownership of these domains.

**6. Release of Claims.**

- A. Ms. McKeon hereby releases and discharges the AOA Defendants from any and all claims, actions or causes of action which Ms. McKeon has or may have against the AOA Defendants as of the date of execution of this Agreement, including any and all claims, actions or causes of action arising out of the Action, whether such claims are legal or equitable, known or unknown, contingent or matured, or joint, several or individual, from the beginning of time through the date of execution of this Agreement.
- B. The AOA Defendants hereby release and discharge Ms. McKeon from any and all claims, actions or causes of action which the AOA Defendants have or may have against Ms. McKeon, as of the date of execution of this Agreement, including any and all claims, actions or causes of action arising out of the Action, whether such claims are legal or equitable, known or unknown, contingent or matured, or joint, several or individual, from the beginning of time through the date of execution of this Agreement.

**7. Authority.** The Parties hereby represent and warrant that they have the full power, legal capacity and authority to enter this Agreement on behalf of themselves, their heirs, beneficiaries, administrators, executors, agents and assigns, and to make the Agreement binding on such entities or persons, and to perform the obligations under this Agreement and any document delivered in connection therewith.

**8. Interpretation.** Each of the Parties has had an opportunity to fully review this Agreement and consult legal counsel regarding the same. Thus, this Agreement shall not be interpreted against any party due to the fact that any party's attorney drafted this Agreement in whole or in part.

**9. No Assignment; Binding Effect.** The Parties represent and warrant that they have not made or purported to make any assignment or other disposition, in whole or in part, of

any claim or claims in the Action. This Agreement shall be binding upon the successors, assigns and beneficiaries of the respective parties hereto.

**10. Entire Agreement.** All prior and contemporaneous agreements, contracts, promises, representations and statements, if any, between the Parties, or their representatives, are merged into this Agreement and this Agreement shall constitute the entire agreement and understanding between them. No waiver, modification or termination of the terms hereof shall be valid unless in writing signed by the party to be charged and only to the extent therein set forth.

**11. Expenses.** Each of the Parties shall be responsible for its own expenses, including attorneys' fees, incurred in connection with this Agreement and the Action.

**12. Governing Law – Enforceability.** This Agreement shall be governed by and construed in accordance with the internal substantive law of the State of Missouri and, if breached, shall be enforceable by an action in the Sixteenth Circuit Court of Jackson County, Missouri.

**13. Severability.** The invalidity of any provision of this Agreement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

**14. Counterparts.** This Agreement may be executed in one or more counterparts, each of which will constitute a separate original Agreement and all of which, taken together, shall constitute one Agreement, binding the Parties, notwithstanding the fact that not all parties have signed the same counterpart.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have caused this Settlement Agreement and Release to be executed as of this 26 day of May, 2017:

*Cindy McKeon, d/b/a Cindy Mckean*  
**Cindy McKeon, d/b/a Cindy Mckean**

IN WITNESS WHEREOF, the undersigned, being duly authorized, have caused this Settlement Agreement and Release to be executed as of this \_\_\_ day of \_\_\_\_\_, 2017:

\_\_\_\_\_  
**Julia Purdy**

IN WITNESS WHEREOF, the undersigned, being duly authorized, have caused this Settlement Agreement and Release to be executed as of this \_\_\_ day of \_\_\_\_\_, 2017:

\_\_\_\_\_  
**The Aquarian Organization of Astrologers, Inc.**

By: \_\_\_\_\_  
**(Print Name/Title)**