



- b. **Future Comments or Replies.** No Department of Air Force personnel will ban or block Plaintiff's Account from the Page or hide or delete any comment or reply that Plaintiff's Account posts to the Page on the basis of the viewpoint expressed in any comment Plaintiff's Account makes on the Page.
  - c. **Comment Policy.** The parties acknowledge that Plaintiff will be subject to the Page's comment policy for members of the public, which has now been posted on the Page, and is attached hereto as Exhibit A. To the extent that the Page's comment policy for members of the public requires revision, it will continue to include a provision that posts will not be removed, and users will not be banned, based on the viewpoint expressed in any comments.
  - d. Nothing in this Settlement Agreement shall be construed to constitute a guarantee or promise that Plaintiff's Account is not subject to Facebook's Terms of Service, Community Standards, or any other terms of use that Facebook, a third-party private host of the Page, may place on its users. The Parties acknowledge that Defendant is not responsible for any action that Facebook may take with respect to Plaintiff's Facebook account or any content that he posts.
- III. **WAIVER AND RELEASE.** Plaintiff for himself and any heirs and personal representatives, fully and forever releases, acquits and discharges Defendant, her employer, its agents, officers and former officers, employees and former employees, and Defendant's successors and predecessors, either in their official or individual capacities, from any and all claims, demands, and causes of action of every kind, nature or description, whether known or unknown, which Plaintiff may have had, may now have, or may hereafter discover arising out of or in connection with Plaintiff's posts to, and banning from, the Page in November 2020.
- IV. **DISMISSAL WITH PREJUDICE.** Simultaneously with the execution of this Settlement Agreement, Plaintiff and Defendant, by their attorneys, shall execute a Stipulation for Dismissal with Prejudice pursuant to Fed. R. Civ. P. 41 dismissing this Action with prejudice, conditioned on this Court's retention of jurisdiction to enforce this Settlement Agreement for one (1) year. Counsel for Plaintiff agrees to file the Stipulation with the court after the complete execution of this Settlement Agreement by the Parties. A copy of the Stipulation for Dismissal with Prejudice is attached hereto as Exhibit B.
- V. **NO ADMISSION OF LIABILITY.** This Settlement Agreement is not and shall not be construed as an admission by the Defendant of the truth of any allegation or the validity of any claim asserted in this lawsuit, or of Defendant's liability therein. Furthermore, none of the terms of the Settlement Agreement may be offered or received in evidence or in any way referred to in any civil, criminal or administrative action or proceeding other than proceedings that may be necessary to consummate or enforce this Settlement Agreement. The terms of this Settlement Agreement shall not be construed as an admission by Defendant that the consideration to be provided

hereunder represents the relief, if any, that could be recovered after trial.

**VI. CONTINUING JURISDICTION**

- a. As the stipulation of dismissal, attached as Exhibit B, reflects, the parties have consented to the continuing jurisdiction of United States District Judge Michael S. Nachmanoff for a period of one (1) year after dismissal of this action. During this one-year period, if Plaintiff's rights under this settlement have allegedly been violated, Plaintiff may enforce the Settlement Agreement if Plaintiff contends a term has been violated. Notwithstanding the foregoing, nothing in this Settlement Agreement is intended either to create any rights in or grant any cause of action to any person not currently a party to this litigation.
- b. The exclusive procedure for enforcing the terms and conditions of this Settlement Agreement pursuant to this Paragraph shall be as follows:
  - i. Plaintiff's counsel (or other counsel designated by Plaintiff) shall submit written notice alleging a breach of this Settlement Agreement to counsel for Defendant. Such notice shall be submitted by first-class mail and electronic mail, and shall attach a fully executed copy of this Settlement Agreement, shall specify precisely the basis for the alleged breach, shall describe with particularity all of the facts and circumstances supporting such claim or claims, and shall state that Plaintiff intends to seek relief from the Court. Plaintiff shall not inform the Court of his allegation(s) at this time.
  - ii. Defendant shall have a period of forty-five (45) days after the receipt of such notice to consider appropriate action to resolve the alleged claim.
  - iii. If any assertion of breach by Plaintiff is not resolved after consultation between the Parties' counsel within the forty-five (45) day period set forth in this Paragraph, or if, prior to the expiration of such forty-five (45) day period, counsel for Defendant advises Plaintiff's Counsel (or other counsel designated by Plaintiff) that no further action will be taken by Defendant, Plaintiff may move the Court to enforce the agreement. Under no other circumstances may Plaintiff seek such relief from the Court.
- c. Any action taken by Facebook, as opposed to Defendant, her employer, or her staff, shall not be considered a breach of this Settlement Agreement.

**VII. COSTS, FEES, AND EXPENSES.** Each Party shall bear its own attorney's fees, costs, and expenses.

**VIII. NO ASSIGNMENT.** Plaintiff represents and warrants that he is the sole and lawful owner of all rights, title, and interests in and to every claim and other matter which Plaintiff purports to release herein, and that he has not heretofore assigned or

transferred, or purported or attempted to assign or transfer to any person or entity any claims or other matters herein released. Plaintiff shall indemnify Defendant, the Department of Air Force, its current and former employees, and any of Defendant's predecessors or successors, whether in their official or individual capacities, against, and defend and hold harmless from, any claims arising out of or relating to any such assignment or transfer of any claims or other matters released herein.

- IX. **MERGER CLAUSE.** This Settlement Agreement contains the entire agreement between the Parties hereto, and Plaintiff acknowledges and agrees that no promise or representation not contained in this agreement has been made to him, and he acknowledges and represents that this Settlement Agreement contains the entire understanding between the Parties and contains all terms and conditions pertaining to the compromise and settlement of the disputes referenced herein. No statement, remark, agreement, or understanding, oral or written, that is not contained herein shall be recognized or enforced; nor does this Settlement Agreement reflect any agreed-upon purpose other than the desire of the Parties to reach a full and final conclusion of the litigation and to resolve that suit without the time and expense of further litigation.
- X. **AMENDMENTS.** This Settlement Agreement cannot be modified or amended except by an instrument in writing, agreed to and signed by the Parties, nor shall any provision hereof be waived other than by a written waiver, signed by the Parties.
- XI. **BINDING SUCCESSORS.** This Settlement Agreement shall be binding upon and inure to the benefit of Plaintiff and Defendant and their respective heirs, executors, successors, assigns, and personal representatives, including any person, entity, department, or agency succeeding to the interests or obligations of any party hereto, or having an interest herein.
- XII. **CONSULTATION WITH COUNSEL.** Plaintiff and Defendant acknowledge that they have discussed this Settlement Agreement with their respective counsel, who have explained these documents to them, and that they understand all of the terms and conditions of this Settlement Agreement. Plaintiff and Defendant further acknowledge that they have read this Settlement Agreement, understand the contents thereof, and execute this Settlement Agreement of their own free act and deed. The undersigned represent that they are fully authorized to enter into this agreement.
- XIII. **COVENANT NOT TO SUE OR COMMENCE FURTHER PROCEEDINGS.** Plaintiff hereby covenants that he will not commence against Defendant any action, claim, suit, or administrative proceeding on account of any claim or cause of action that has been released or discharged by this Settlement Agreement.
- XIV. **RULES OF CONSTRUCTION.**
- a. This Settlement Agreement shall be considered a jointly drafted agreement and shall not be construed against any party as the drafter.


- b. This Settlement Agreement shall be construed in a manner to ensure its consistency with federal law. Nothing contained in this Settlement Agreement shall impose upon Defendant any duty, obligation, or requirement, the performance of which would be inconsistent with federal statutes, rules, or regulations in effect at the time of such performance.
- c. The headings in this Settlement Agreement are for the convenience of the Parties only and shall not limit, expand, modify, or aid in the interpretation or construction of this Settlement Agreement.

**XV. FULL AUTHORITY TO SIGN.** Each person signing this Settlement Agreement represents and warrants that he or she has full authority to execute the Settlement Agreement on behalf of himself or herself, or on behalf of the party or entity on whose behalf he or she signs this Settlement Agreement.

**XVI. EXECUTION IN COUNTERPARTS.** This Settlement Agreement may be executed and delivered in counterparts. Each counterpart, when executed, shall be considered one and the same instrument, which shall comprise the Settlement Agreement, which takes effect on the date of execution.


For the Plaintiff:

Date: 30 Jul 22

  
Richard L. Rynearson, III

For the Defendant:

Date: 2 August 2022

  
Robert J. Preston II, SES, USAF

## Exhibit A

### About

Contact and basic info

Privacy and Legal Info

Page transparency

#### Details About CMSAF JoAnne S. Bass

##### About CMSAF JoAnne S. Bass

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#### DEPARTMENT OF THE AIR FORCE COMMENT POLICY

If you wish to comment, use the text box. The Department of the Air Force reserves the right to modify this policy at any time. Additionally, this comment policy applies to all non-military individuals.

This is a moderated forum. That means all comments will be reviewed. In addition, we expect that participants will treat each other, as well as our agency and our employees, with respect. We will not allow comments that contain obscenity, epithets, or threats, advocate or incite violence or other criminal conduct, or constitute harassment or cyberstalking, to remain. (Harassment means sending messages or other forms of electronic communications to torment an individual, while cyberstalking means using online communications to stalk an individual.) We will not allow comments that are spam, are clearly "off topic," promote services or products, infringe on copyright-protected material, or contain links that do not contribute to the discussion to remain. Comments that make unsupported accusations will not be allowed. The Air Force alone will determine which comment will be posted. Posts will not be removed, and users will not be banned, based on the viewpoint expressed in any comments.

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Do not use this forum to:

- Report criminal activity. If you have information for law enforcement, please contact Department of the Air Force Office of Special Investigations or your local police agency.
- Submit unsolicited proposals or other business ideas or inquiries. This site is not to be used for contracting or commercial business.
- Submit any claim, demand, informal or formal complaint, or any other form of legal and or administrative notice or process, or for the exhaustion of any legal and or administrative remedy.

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For the benefit of robust discussion, we ask that comments remain "on-topic." The views expressed on the site by non-federal commentators do not necessarily reflect the official views of the Department of the Air Force or the federal government.

To protect your own privacy and the privacy of others, please do not include personally identifiable information, such as Social Security number, DoD ID number, Department of the Air Force Office of Special Investigations case number, phone numbers or email addresses in the body of your comment. If you do voluntarily include personally identifiable information in your comment, such as your name, that comment may or may not be removed from the page. If your comment is posted, your name will not be redacted or removed. In no circumstances will comments that contain Social Security numbers, DoD ID numbers, Department of the Air Force Office of Special Investigations case numbers, addresses, email addresses or phone numbers be allowed to remain.

Thank you for taking the time to read this comment policy. We encourage your participation in our discussion and look forward to an active exchange of ideas.

**Exhibit B**



**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Alexandria Division**

RICHARD L. RYNEARSON, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 CHIEF MASTER SERGEANT JOANNE )  
 S. BASS, in her official capacity, )  
 )  
 Defendant. )  
 \_\_\_\_\_ )

Civil Action No. 1:21-1000 (MSN/TCB)

**STIPULATION OF DISMISSAL**

Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), the parties hereby stipulate and agree that the action be dismissed with prejudice, conditioned upon the Court entering an order retaining jurisdiction for one (1) year from the Effective Date of the attached Settlement Agreement to enforce the terms of that Settlement Agreement. Each party will bear its own costs and fees. The claims asserted by the Plaintiff in the above-captioned action have been settled by the parties.

[Plaintiff's signature block]

[Defendant's Signature Block]

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Alexandria Division**

RICHARD L. RYNEARSON,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	Civil Action No. 1:21-1000 (MSN/TCB)
CHIEF MASTER SERGEANT JOANNE	)	
S. BASS, in her official capacity,	)	
	)	
Defendant.	)	
	)	

**[Proposed] Order**

Upon consideration of the parties' stipulation of dismissal, it is HEREBY ORDERED that:

Plaintiff's claims in the above-captioned action are dismissed as a result of the parties' settlement; and it is further ORDERED that

This Court will retain jurisdiction over this matter for the limited purpose of enforcing the terms of the Settlement Agreement that is attached to the parties' stipulation of dismissal. The Court will retain such jurisdiction for one (1) year after the Effective Date of the Settlement Agreement.

District Judge Michael S. Nachmanoff