

## RELEASE AND SETTLEMENT AGREEMENT

This Settlement Agreement and Mutual Release (“Agreement”) is made and entered into effective the \_\_\_\_ day of June, 2026 (“Effective Date”), by and between **David L. Flanagan** (hereinafter “**Flanagan**”) and **Bixby Youth Football Association, Inc.** (hereinafter “**BYFA**”). Flanagan and BYFA are hereafter collectively referred to as the “Parties.”

### RECITALS

WHEREAS, a dispute arose between the Parties related to BYFA action to remove Flanagan as a volunteer coach. Flanagan filed for declaratory relief, a temporary restraining order, a temporary injunction, and a permanent injunction to prohibit his removal as a BYFA coach in Tulsa County Case No. CV-2026-1149. A mediation between the Parties occurred on June 13, 2026, with Jacob Biby serving as mediator.

WHEREAS, the Parties now wish to reach a full, complete, and final compromise and settlement of all matters arising out of the facts and claims of the dispute without an admission of fault by either party.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the foregoing and in further consideration of the mutual covenants, conditions, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby explicitly acknowledged by each of the Parties, they agree as follows:

1. Terms.

- a. Both Parties, with full authority to resolve this matter, agree to release and forever discharge the other, their affiliates, and their agents, servants, and providers from any and all claims and appeals related to or arising from the Lawsuit;
- b. Flanagan has submitted a plan regarding the preseason scrimmages, regular season games, and practice sessions, and the Parties agree that the terms of this Agreement shall reflect that schedule subject to signing of a Coaches Code of Conduct, and continued compliance (the same code that all Coaches in BYFA will have to sign and follow). Attached hereto as Schedule A. The words “suspension” and “punishment” are not being used in this Agreement. Flanagan and BYFA agree that his plan is reasonable, and that he will serve as an assistant coach, to be replaced by Nick David or Zach Snyder as Head Coach (or if neither are willing to serve, or sign the Coaches Code of Conduct, a replacement will be selected by the Board of Directors.) Schedule A represents the agreement between the parties in its entirety.
- c. The Parties will release the following Mutual Statement:

The Board of Bixby Youth Football Association, Inc. is pleased to announce that an agreement has been reached with Coach Luke Flanagan that will allow him to resume his coaching duties.

This agreement reflects our shared commitment to the best interests of our young athletes and allows all stakeholders to refocus their efforts on providing a positive, supportive, and enriching football experience. As we prepare for the Fall 2026 season and beyond, we remain dedicated to fostering an environment where players, coaches, and families can thrive together.

We believe this resolution reinforces the values of teamwork, sportsmanship, and community that are at the heart of our organization. Our focus moving forward is on creating the best possible experience for our athletes and ensuring a successful season for all involved.

We appreciate the continued support of our families, coaches, volunteers, and community members as we work together to develop and inspire the next generation of athletes.

- d. Flanagan will dismiss Tulsa County Case No. CV-2026-1149 with prejudice contemporaneous with execution and expressly conditioned on performance.

2. General Release of Claims. The Parties completely, forever, generally, and unconditionally release, remise, acquit, and forever discharge the other, and all of their officers, directors, agents, employees, assigns, affiliates, host institutions, parents, subsidiaries, affiliate companies, successors, and predecessors in interest of and from any and all liability of whatsoever nature, including, but not limited to, claims, actions, causes of action, demands, rights, distributions, damages, actual or punitive, court costs, litigation expenses, attorney fees, loss of service, and expenses and compensation of whatsoever nature, whether arising in contract, tort, or otherwise, or arising in any manner whatsoever from any facts, circumstances, deficiencies, or defects of whatsoever nature, whether existing now or in the future, and related to the matters at issue herein in Tulsa County Case No. CV-2026-1149. It is understood that this release statement does not include actions to enforce this agreement, claims arising after execution, claims unrelated to this dispute, claims for breach of this settlement agreement, and any rights that cannot be legally waived.

2.1 Disparaging Comments. The Parties agree that they will neither make nor encourage others to make disparaging comments or remarks about each other to the general public, online, to the news media, or otherwise which are intended or would reasonably be expected to lead to disparaging publicity for the other party.

2.2 Disputed Claims. The Parties acknowledge that the terms set forth above are not to be construed as an admission of liability, fault, or wrongdoing by any of the Parties, but that said terms are made and accepted in compromise of disputed claims and for the purposes of terminating a dispute and avoiding continued litigation between the Parties. Mutual Representations and Warranties.

3.1 Legal Advice. Each party has received independent legal advice from their attorneys with respect to the advisability of entering into the Agreement and releasing the claims as described herein.

3.2 Terms Are Contractual. The recitals above are true and correct and constitute part and parcel of this Agreement. Each term of this Agreement is contractual and not merely a recital.

3.3 Accord and Satisfaction. The settlement documented by this Agreement is entered into for purposes of settlement and is intended to constitute a full accord and satisfaction of various claims. This Agreement shall not be construed as any admission of liability, fault, or wrongdoing by any party for any purpose whatsoever

3.4 Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same Agreement. Signatures submitted electronically shall be deemed to have the same force and effect as original signatures.

3. No Coercion or Duress. Each of the Parties has read this Settlement Agreement and reviewed its terms and conditions with their independent counsel, and has executed the Settlement Agreement freely, voluntarily, and without coercion or duress.

4. Confidentiality. The terms of this Agreement shall be and remain confidential and shall not be disclosed by the Parties to anyone. The Parties may also disclose this Agreement only if and as necessary to enforce any provision thereof. In the event of inquiries regarding the same, the Parties shall respond without elaboration that all issues have been resolved to the mutual satisfaction of all Parties.

5. Severability. If for any reason any paragraph, term, or provision of this Agreement is held to be invalid or unenforceable, all other valid provisions herein shall remain in full force and effect, and all terms, provisions, and paragraphs of this Agreement shall be deemed to be severable in nature.

6. Governing Law. The terms of this Agreement shall be governed and construed under the laws of the State of Oklahoma. The prevailing party in any action relating to or arising from this Agreement shall be entitled to recover its litigation expenses and attorneys' fees.

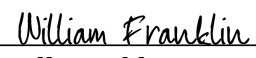
7. Headings. The headings in this Agreement are for convenience only and are not interpretive.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as herein above provided.

**David L. Flanagan:**

\_\_\_\_\_  
David L. Flanagan

**Bixby Youth Football Association:**

DocuSigned by:  
  
\_\_\_\_\_  
William Franklin, BYFA President

## SCHEDULE A

### Participation and Coaching Schedule for David L. Flanagan

This Schedule A is incorporated into and made a part of the Release and Settlement Agreement between David L. Flanagan (“Flanagan”) and Bixby Youth Football Association, Inc. (“BYFA”).

1. **Preseason Practices.** Flanagan shall be permitted to attend and coach at all preseason and regular-season practices.
2. **Preseason Scrimmages.** Flanagan shall not be on the sidelines as an assistant coach during the first two (2) preseason scrimmages for the 2026 season.
3. **Preseason Practices.** Flanagan shall be permitted to attend and coach at all preseason and regular season practices.
4. **Regular-Season Games.** Flanagan shall not be on the sidelines as an assistant coach during the first four (4) regular-season games of the 2026 season.
5. **Return to Coaching Duties.** Following the conclusion of the fourth (4th) regular-season game of the 2026 season, Flanagan shall fully resume his assistant coach duties for the remainder of the season, subject to the same rules, policies, and expectations applicable to BYFA assistant coaches generally.
6. **Implementation.** The Parties agree that this Schedule A reflects the mutually agreed participation plan submitted by Flanagan and accepted by the Parties for purposes of resolving their dispute.