

RELEASE AND SETTLEMENT OF ALL CLAIMS

RECITALS:

A. Kecia Copeland (hereinafter designated as 'Plaintiff') has asserted claims relating to certain wrongful conduct by former officials and employees of the City of Bardstown (hereinafter "the City"). The claims relate primarily to the actions of the City's former Mayor, John Royalty, but it is the intent of this Release to release all claims the Plaintiff has against the City relating to this conduct, as partially outlined in the "Offer in Compromise to Litigation" attached hereto.

B. The undersigned acknowledges that the term "Released Parties" as used herein shall include the City itself, and all current or former, elected officials, officers, employees or agents whose conduct could have exposed the City to liability for Plaintiff's claims.

C. The Plaintiff and the Released Parties desire to settle in full, any and all claims between them which are, or might have been, the subject matter of an action relating to conduct allegedly undertaken by former Mayor John Royalty, officers, employees, agents, heirs, servants, representatives, successors and assigns of the City.

D. Without limitation, the released claims include: invasion of privacy; defamation and/or false light; intentional/negligent infliction of emotional distress; civil conspiracy; civil rights violations, including violations of KRS Chapter 344; and any other claims arising from the alleged conduct of officers and/or employees of the City toward Plaintiff.

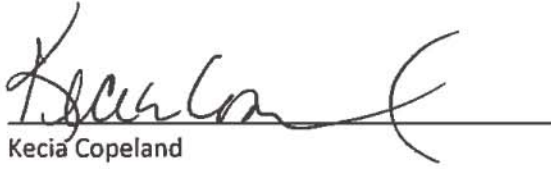
E. This Release is based upon the informed opinions of the parties who have concluded that a settlement of the claims is a better alternative to litigation. The parties have concluded that such a resolution is in the best interest of all involved.

WHEREFOR, the parties agree as follows:

- 1.1 That for and in consideration of a total sum of Forty Thousand Dollars (\$40,000.00), the Plaintiff does hereby fully and forever release and forever discharge the Released Parties of and from any and all claims and demands, actions and causes of action, damages, claims for injuries, both known and unknown, including future developments thereof, claims for injury, costs, expense and compensation on account of, or in any way arising out of any and all incidents which may have resulted from any action taken by the City, or the City's current or past employees, toward or related to Plaintiff.
- 1.2 This release and discharge agreement on the part of the Plaintiff, shall be fully binding and a complete settlement by and between the Plaintiff and the Released Parties, and shall apply and bind the personal representatives, heirs, successors and assigns of Plaintiff.
- 1.3 Subrogation interests, liens and medical providers. Plaintiff acknowledges that she will fully and finally satisfy any and all claims of any and all persons or entities holding subrogation interests, liens or third party claims for reimbursement, including but not limited to any such interests, liens or claims of Medicare and/or Medicaid, for any expenses that she incurred.

- 1.4 Plaintiff shall receive the total sum of \$40,000.00 as consideration for the release and discharge of any and all claimed liability of the Released Parties. Such sum shall be payable by draft to Kecia Copeland, and the attorneys of Plaintiff, McCoy & Sparks, PLLC.
- 1.5 Representation of Comprehension of Document. In entering into this release and discharge agreement, the Plaintiff represents that she has relied upon the advice of her attorney, who is the attorney of her own choice, concerning the legal consequences of this release and discharge agreement; that the terms of this Release Agreement have been completely read and explained to Plaintiff by her attorney; and that the terms of this release and discharge agreement are fully understood and voluntarily accepted by Plaintiff.
- 1.6 Warranty of Capacity to Execute Agreement. Plaintiff represents and warrants that no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this release and discharge agreement, except as may otherwise be set forth herein; that Plaintiff has the sole right and exclusive authority to execute this release and discharge agreement and receive the sums specified in it; and that Plaintiff has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this release and discharge agreement.
- 1.7 Whether a violation of this Settlement Agreement has occurred will be determined by the Court having original jurisdiction over the civil action described above. In the event of a breach or threatened breach of the provisions of this Agreement, a party shall be entitled, as a matter of right, to specific performance, temporary and permanent injunctive relief or such other equitable remedies as may be available from any court of competent jurisdiction without the necessity of proving actual damages.
- 1.8 Governing Law. This release and discharge agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Kentucky.
- 1.9 Cooperation. All parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this release and discharge agreement.
- 1.10 Entire Agreement .This release and discharge agreement contains the entire agreement between the Plaintiff and the Released Parties with regard to the matters set forth in it. The undersigned agrees that this settlement is in full compromise of a disputed claim both as to the question of liability and damages. The undersigned further agrees that the nature, extent and results of the injuries or damages sustained are not now all known or anticipated, but, nevertheless desires to settle and compromise her claims in full.

THE UNDERSIGNED HAS READ THIS RELEASE BEFORE SIGNING AND UNDERSTANDS THAT IT IS A SETTLEMENT OF ANY AND ALL CLAIMS, BOTH KNOWN AND UNKNOWN.


Kecia Copeland

9-26-17
Date


The City of Bardstown

9/26/17
Date