

RELEASE AND SETTLEMENT AGREEMENT,

This Release and Settlement Agreement is made and entered into this 14th day of September, 2020, by and between the **Parties** as defined below.

DEFINITIONS

For the purposes of this Settlement Agreement and Release:

(1) The **Releasing Party** shall mean:

- a. Tamika Palmer as Administratrix of the Estate of Breonna Taylor, including their heirs, assigns, agents, representatives and successors.

(2) The **Released Party** shall mean:

- a. Brett Hankison, Myles Cosgrove, Jonathan Mattingly and Louisville Metro Government, including its agents, members, assigns, representatives and successors.

(3) The **Lawsuit** shall mean the litigation that arose in relationship to the death of Breonna Taylor, whose estate is represented by the **Releasing Party**, and which was the subject of litigation styled: Palmer v. Hankison, et. al., in Jefferson Circuit Court, Commonwealth of Kentucky, Civil Action No. 20-CI-002694. In the lawsuit, the Plaintiff seeks to recover monetary damages as a result of certain occurrences on or about March 13, 2020, which allegedly resulted in death and personal injuries to the Breonna Taylor.

(4) "**Signatories**" shall mean all persons signing this **Settlement Agreement**. (Also referred to as "**Party**" or "**Parties.**")

RECITALS

The **Signatories** hereto desire to enter into this **Settlement Agreement** in order to avoid the expense and uncertainty of continued litigation and to provide for certain payments in full settlement and discharge of all claims which are, or might have been, the subject matter of the

Lawsuit, upon the terms and conditions set forth below, acknowledging that this is in compromise of a disputed claim.

AGREEMENT

The **Parties** agree as follows:

1.0 RELEASE AND DISCHARGE OF CLAIMS

1.1 For the sole consideration set forth in Section 2 herein, the **Releasing Party** hereby completely releases and forever discharges the **Released Party** of and from any and all claims, demands, damages, actions, causes of actions, or suits at law or in equity, of whatsoever kind or nature, for or because of any matter or thing done, omitted, or suffered to be done, by the **Released Party** prior to and including the date hereof, on account of all injuries and death, both to person or property, resulting or to result from the facts asserted in **the Lawsuit**. This includes, but is not limited to, any and all past, present or future claims, demands, obligations, actions, causes of action, wrongful death claims, rights, damages, costs, losses of services, expenses and compensation of any nature whatsoever, whether based on a tort, contract, statute or common law, or any other theory of recovery, which the **Releasing Party** has, or which may hereafter accrue or otherwise be acquired, on account of, or may in any way grow out of, or which are the subject of **the Lawsuit** and the proceedings therein. This includes, without limitation, any and all known or unknown claims for bodily injury, mental injury and personal injuries to the **Releasing Party**, or any future claim of the **Releasing Party's** representatives, children or heirs, including any potential wrongful death claim, which has resulted from the facts alleged in **the Lawsuit** and all claims for costs incurred in the pending action.

1.2 This release, on the part of the **Releasing Party**, shall be a fully binding and complete settlement among the **Releasing Party** and the **Released Party**, and their heirs, assigns and successors.

1.3 The **Releasing Party** acknowledges and agrees that the release and discharge set forth above is a complete and general release. The **Releasing Party** expressly waives and assumes the risk of any and all claims for damages or injuries which exist as of this date, but of which the **Releasing Party** does not know or suspect to exist or do not foresee the scope, whether through ignorance, oversight, error, or otherwise, and which, if known, would materially affect the **Releasing Party's** decision to enter into this **Settlement Agreement**.

1.4 The **Releasing Party** acknowledges its duty under paragraph 9 of the Protective Order entered in the **Lawsuit** and will return the original and destroy any copies of all documents and things produced in the **Lawsuit** as confidential in compliance with the Protective Order.

2.0 MONETARY CONSIDERATION

2.1 Payments

In consideration of this Release and Settlement Agreement the **Released Party** agrees to pay to the **Releasing Party** the sum as outlined below:

The sum of Twelve Million Dollars and 00/100 (\$12,000,000.00) to be paid by the **Released Party** to the **Releasing Party**, and her attorneys, Lonita Baker, Sam Aguiar and Ben Crump.

The **Releasing Party** represents that there are no known liens or claims for reimbursement or subrogation for attorney liens, wage loss and/or disability benefits received by the **Releasing**

Party that may be asserted as against the **Released Party** contained in, or derived from, the matters alleged in the **Lawsuit**, upon the execution of this document by all **Parties**.

3.0 DELIVERY OF SETTLEMENT CHECK AND DISMISSAL WITH PREJUDICE

3.1 Concurrently with the delivery of the settlement check to counsel for the **Releasing Party**, counsel for the **Releasing Party** shall deliver to counsel for the **Released Party** an Agreed Order of Dismissal with prejudice dismissing the **Lawsuit**. The **Releasing Party** hereby authorizes counsel for the **Released Party** to file said Agreed Order of Dismissal with the Court and enter it as a matter of record.

3.2 The settlement check for Twelve Million Dollars and 00/100 (\$12,000,000.00) called for in section 2.1 above shall be delivered to counsel for the **Releasing Party**, conditioned upon the full and complete execution and delivery of this **Settlement Agreement** to counsel for the **Released Party**.

4.0 AGREEMENT TO INDEMNIFY AND HOLD HARMLESS BY AND BETWEEN THE RELEASING PARTY AND THE RELEASED PARTY

4.1 The **Releasing Party** represents and warrants that all healthcare providers or health insurers (including, but not limited to, Medicare and/or Medicaid) who have or may have liens, encumbrances, subrogation rights or other causes of action as a result of the care or treatment provided have been notified of this settlement and that all such claims or liens have or will be satisfied from the sums received and set forth herein. It is further agreed and understood that to the extent any such liens or claims may be asserted against the **Released Party**, the **Releasing Party**, as the party responsible for paying all liens and claims, shall defend, indemnify and hold the **Released Party** hereby harmless therefrom.

4.2 The **Releasing Party** shall satisfy, be fully responsible for, indemnify, defend and hold the **Released Party** harmless from and in respect of, any claims, rights, actions, expenses, costs, fees, judgments, damages, loss, demands, liens or right of subrogation or reimbursement which arise by, through or under the **Releasing Party**, including any third party claims, now existing or asserted or that may hereafter be asserted, relating to the injuries complained of in the **Lawsuit**. This section expressly includes, without limitation to, that the **Releasing Party** shall satisfy, be fully responsible for, indemnify, defend and hold the **Released Party** harmless from any claims that may be made by or on behalf of Breonna Taylor's father, Everett Taylor, or any heir or potential heir of Breonna Taylor or person making any claim through or on behalf of her estate as a result of the events concerning this litigation, whether or not asserted in the Complaints.

4.3 The **Releasing Party** further acknowledges and agrees that it is her responsibility, and not the responsibility of the **Released Party**, to reimburse Medicaid/Medicare for any conditional payments made by, or to be made by, Medicaid/Medicare on behalf of **Releasing Party**, if any. In the event that medical expenses or prescription drug expenses arising from or related to the matters forming the basis of **Releasing Party's** claims are made by Medicaid/Medicare in the future, **Releasing Party** acknowledges and agrees that it is her responsibility, and not the responsibility of **Released Party**, to reimburse Medicaid/Medicare for all conditional payments made by Medicaid/Medicare on behalf of **Releasing Party**, if any. **Releasing Party** further acknowledges that it is her responsibility, and not the responsibility of **Released Party**, to pay all funeral, burial and related expenses.

4.4 The **Releasing Party** represents that there are no known liens or claims for reimbursement or subrogation for attorney liens, wage loss and/or disability benefits received by

the **Releasing Party** that may be asserted as against the **Released Party** contained in, or derived from, the matters alleged in the **Lawsuit**.

5.0 NO ADMISSION OF LIABILITY OR FAULT

The **Signatories** acknowledge that this **Settlement Agreement** is entered into by the **Signatories** in compromise and settlement of disputed claims and neither the execution of this **Settlement Agreement** or the payment of money by any **Signatory** in settlement of these disputed claims constitutes an admission of liability for all or any part of the loss or damage claimed, and which alleged liability and fault are expressly denied.

6.0 ATTORNEY'S FEES

Each **Signatory** hereto shall bear all attorneys' fees and costs arising from the actions of its own counsel in connection with this **Settlement Agreement**, the matters and documents referred to herein, and all related matters.

7.0 REPRESENTATION OF COMPREHENSION OF DOCUMENT

In entering into this **Settlement Agreement**, the **Signatories** represent that the **Signatories** have relied upon the advice of their attorneys, who are the attorney of their own choice, concerning the legal and income tax consequences of this **Settlement Agreement**; that the terms of this **Settlement Agreement** have been completely explained to the **Signatories** by their attorneys and that the terms of this **Settlement Agreement** are fully understood and voluntarily accepted by the **Signatories**.

8.0 WARRANTY OF CAPACITY TO EXECUTE AGREEMENT

8.1 The **Signatories** represent and warrant 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 **Settlement Agreement**, except as otherwise set forth herein; that the **Signatories** have the sole right and exclusive authority to execute this **Settlement Agreement** and receive the sums specified in it; and that none of the **Signatories** have sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this **Settlement Agreement**.

8.2 The **Signatories** acknowledge that they are executing this **Settlement Agreement** voluntarily, of their own free will, without reliance on any statement, interpretation, inference or other communication, by any person or by any representative of any **Signatory**, except as specifically set forth in this Release.

8.3 The **Signatories** represent that they are competent and have the legal capacity and authority to make the agreement set forth in this **Settlement Agreement** and to release, waive and relinquish existing and future rights and claims, and to bind themselves by executing this Release.

8.4 The **Signatories** represent that no promise or inducement, other than the consideration set forth herein, have been made or offered to them to induce them to enter into this settlement and execute this Release.

9.0 POLICY REFORM ISSUES

9.1 In further consideration of this **Settlement Agreement**, counsel for the parties have agreed to the police reform commitments contained in document attached hereto as Exhibit 1. The Standard Operating Procedures (SOPs) have been, or are being implemented by the Louisville Metro Police Department (“LMPD”) as of the date of this executed Settlement Agreement. The

parties understand and agree that the remaining police reforms concern either new programs or modifications of existing programs and practices. Some of the programs require research into the best practices and financial implications before the initiative can be launched, including possible direction expected from the Hillard Heintze's audit. The parties further understand and agree that the establishment of programs and/or modification to existing programs may be impacted by financial, political and contract considerations, including funding approval in the operating budget by Louisville Metro Council and possible union contract modification. The parties further understand that future best practices or financial considerations may result in amendments of the policies sought and/or suggested herein.

10.0 GOVERNING LAW

This **Settlement Agreement** shall be construed and interpreted and enforced in accordance with the laws of the Commonwealth of Kentucky.

11.0 ADDITIONAL DOCUMENTS

The **Signatories** 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 **Settlement Agreement**.

12.0 ENTIRE AGREEMENT AND SUCCESSORS IN INTEREST

12.1 This **Settlement Agreement** sets forth the entire mutual agreement and release of claims and indemnity agreement between the **Signatories** with respect to the subject matter of this **Settlement Agreement** and the **Lawsuit** and upon execution of the **Settlement Agreement** it supersedes and replaces any and all prior or contemporaneous negotiations, warranties,

representations or agreements, if any, whether oral or written, other than those contained in this **Settlement Agreement**.

12.2 The **Settlement Agreement** shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each **Signatory**.

13.0 AMENDMENTS OR MODIFICATIONS

This **Settlement Agreement** may not be amended or modified except by written memorandum executed by all **Signatories** to this **Settlement Agreement**.

14.0 SEVERABILITY OF CLAUSES DECLARED VOID

If any provision or paragraph of this **Settlement Agreement** is deemed to be void or unenforceable by a court of competent jurisdiction, it shall not void or render unenforceable the remaining provisions or paragraphs of this **Settlement Agreement**.

15.0 HEADINGS

The headings appearing above the paragraphs in this **Settlement Agreement** are for ease of reading and shall not be construed as a limitation or modification of the terms and conditions of the **Settlement Agreement**.

16.0 EFFECTIVENESS

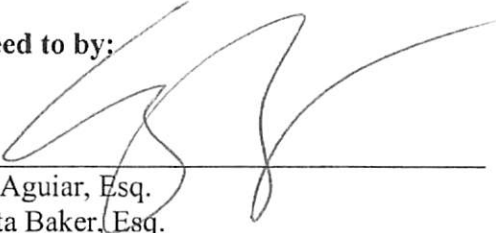
This **Settlement Agreement** shall become effective immediately following execution by each of the **Parties**.

I, Tamika Palmer as Administratrix of the Estate of Breonna Taylor, have read this **Settlement Agreement**. I understand all of its terms and conditions. I have relied upon the advice of my counsel in entering into this settlement and in executing this **Settlement Agreement**. I execute this **Settlement Agreement** voluntarily. I agree to be bound by the terms of this **Settlement Agreement**. I voluntarily release, waive and forfeit all rights and claims as provided

Settlement Agreement, Release & Indemnification,
Defense & Hold Harmless Agreement re: Tamika Palmer,
Administrator of the Estate of Breonna Taylor v. Brett Hankison, et al. Jefferson Circuit Court, Case No. 20-CI-
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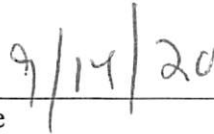
in this **Settlement Agreement**. I voluntarily agree to defend, indemnify and hold harmless as provided herein.

Agreed to by:



Sam Aguiar, Esq.
Lonita Baker, Esq.
Ben Crump, Esq.
Counsel for Plaintiff/Releasing Party

Date

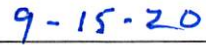


9/14/20



Mike O'Connell, Esq.
Jefferson County Attorney
Counsel for Louisville Metro Government/Released Party

Date



9-15-20

END OF DOCUMENT