

RELEASE AND SETTLEMENT AGREEMENT

This Settlement Agreement (the “**Agreement**”) is made and entered into as of the last date indicated beside the parties’ signatures on the last page of this document (the “Effective Date”), by and between Maegan Hall (“**Plaintiff**”) and City of La Vergne (“**Defendant**”). The Defendant and Plaintiff collectively are referenced herein as the “**Parties**”.

RECITALS

WHEREAS, on February 27, 2023 Plaintiff filed a Complaint in the United States District Court of Middle District of Tennessee at Nashville against Lewis Powell, Henry McGowan, Burrel Davis in their individual capacities and the City of La Vergne Tennessee. The case number of this action is 3:23-CV-00173, (the “Litigation”).

WHEREAS Plaintiff made claims that Defendant committed violations of the Fourteenth Amendment of the United States Constitution and/or violations of 42 U.S.C § 6851, against her during her employment at the La Vergne Police Department (the “Incident”).

WHEREAS, on April 5, 2023 Defendant Lewis Powell filed a Countercomplaint in the United States District Court of Middle District of Tennessee at Nashville against Plaintiff. Defendant Lewis Powell made claims of defamation by Plaintiff under Tennessee Common Law.

WHEREAS on to avoid the time, expense, and intangible and tangible tolls of continuing this litigation, the Parties mutually wish to resolve all claims that were raised or could have been raised in the litigation.

1. **VOLUNTARY DISMISSAL WITH PREJUDICE OF ALL CLAIMS.** Plaintiff and Defendant agree to enter into a Joint Stipulation of Voluntary Dismissal with Prejudice pursuant to Fed. R. Civ. P. 41(a), whereas all of Plaintiff’s claims against Defendant will be dismissed with prejudice.
2. **NO ADMISSION OF LIABILITY.** The Parties acknowledge that this Agreement is a compromise of disputed claims, and neither the Stipulation of Voluntary Dismissal nor the releases contained herein are to be construed, in whole or in part, as an admission of liability on the part of the Defendant, which liability is expressly denied. This Agreement is made solely to end the time, expense, and intangible and tangible tolls of continuing this litigation.
3. **SETTLEMENT PAYMENT.** As consideration for the Joint Stipulation of Voluntary Dismissal with Prejudice the City of La Vergne agrees to pay five hundred thousand dollars (\$500,000.00) to the Plaintiff as gross settlement proceeds, inclusive of costs, fees, and expenses. The check shall be made payable to BRAZIL CLARK, PLLC. This settlement payment is expressly and exclusively for the purposes of compensating Plaintiff Hall for civil rights claims based on personal physical injuries that were or could have been claimed as part of Count 3 of her First Amended Complaint (Doc. 35).

4. MUTUAL RELEASE OF ALL CLAIMS. In consideration for the Settlement Payment in Section 3 hereof and other good and valuable consideration, Plaintiff and her heirs, executors, administrators, successors and assigns do hereby release and forever discharge Defendant, its successors and assigns, and its respective officers, agents, employees, its former officers, agents, employees and their heirs, executors, administrators, successors and assigns, together with any and all persons, firms, corporations, affiliates, and subsidiaries, who are or may be liable for any and all past, present and future civil claims, demands, obligations, actions, causes of action, rights, damages, restitution, attorneys' fees, interest, costs, loss of services, expenses and compensation of any nature whatsoever, whether based in constitutional law, tort, contract, strict liability, fraud, or any other theory of recovery, and whether for compensatory or punitive damages which Plaintiff, her heirs and assigns, now have or may have in the future as a result of this events underlying this litigation.

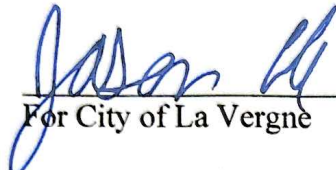
In consideration for the dismissal of the Litigation and the filing of Joint Stipulation of Voluntary Dismissal with Prejudice, Defendant hereby completely releases and forever discharges Plaintiff, her predecessors and successors in interest from any and all past, present and future civil claims, demands, obligations, actions, causes of action, rights, damages, restitution, attorneys' fees, interest, costs, loss of services, expenses and compensation of any nature whatsoever, whether based in constitutional law, tort, contract, strict liability, fraud, or any other theory of recovery, and whether for compensatory or punitive damages which Defendant, its successors and assigns, now have or may have in the future as a result of this events underlying this litigation.

- a. This Agreement shall apply to all related claims and proceedings including, without limitation, any and all known or unknown claims and the consequences thereof which have resulted or may result from the alleged acts, omissions, liability, constitutional claims, negligence, deliberate indifference or any other act or failure to act by either party.
 - b. Plaintiff represents and warrants that in conjunction with the execution of this Agreement and within five (5) days of receipt of the Settlement Payment, she shall file the required documents to dismiss the Litigation with prejudice. Each party shall bear their own attorney's fees, court costs, discretionary costs, and expenses.
5. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon each of the Parties as named herein.
6. REPRESENTATION BY COUNSEL. The Parties individually acknowledge that they have had the opportunity to consult legal counsel of their choosing, have carefully reviewed and understand the terms of this Agreement, and that they execute it voluntarily.
7. DRAFTING OF THE AGREEMENT. The Parties agree that this Agreement represents the product of negotiations and shall not be deemed to be drafted exclusively by any one Party. In the event of a dispute regarding the meaning of any language contained in the Agreement, the Parties agree that the Agreement shall be accorded a reasonable construction and shall not be construed more strongly against one Party over the other.

8. ATTORNEYS' FEES AND COSTS. Each Party shall bear its own attorneys' fees and costs related to the negotiation and execution of this Agreement. Upon any breach of this Agreement, however, any Party that prevails in an action to enforce the Agreement shall be entitled to recover reasonable attorneys' fees and expenses incurred in conjunction with such action.
9. SEVERABILITY. Should any provision(s) of this Agreement be declared invalid or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be deemed affected and shall remain fully enforceable.
10. GOVERNING LAW / JURISDICTION / VENUE. This Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee without regard to choice-of-law provisions or principles of conflicts of laws. The Parties agree that the Rutherford County Circuit Court shall have exclusive jurisdiction over any action for the interpretation or enforcement of this Agreement. The Parties agree that they shall submit to and that such court shall have personal jurisdiction over the Parties. The Parties hereby waive any objection to venue in such courts.
11. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between and among the Parties relating to the subject matter hereof. No other representation, promise, or agreement made by the Parties relating to the subject matter hereof that is not contained in this Agreement shall be valid or binding unless it is in writing and executed by the Parties.
12. MODIFICATION; WAIVER. No modification or amendment to this Agreement, nor any waiver of any rights of any Party, will be effective unless agreed to in writing by the Parties.
13. MULTIPLE COUNTERPARTS. This Agreement may be executed with multiple signature pages in one or more identical counterparts, and fully-executed counterparts shall be considered one and the same Agreement. This Agreement may be executed by facsimile signatures or other electronic means and such signatures shall be deemed to bind each Party as if they were original signatures.
14. HEADINGS. The section and subsection headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.
15. WAIVER. The failure of any party to insist, in one or more instances, on the performance by another party in strict accordance with any term or condition of this Agreement shall not be deemed a waiver or relinquishment of any right granted hereunder or of any right to demand future performance of any such term or condition of this Agreement, unless such waiver is set forth in a written instrument signed by the waiving party. No waiver of any provision or provisions of this Agreement shall be deemed to constitute a waiver of any other provision.

IN WITNESS THEREOF, the Parties have executed this Agreement as follows:

DEFENDANT:



For City of La Vergne
By: Jason Cole, Mayor

3/20/24

Date

PLAINTIFF:

Maegan Hall

Date

DEFENDANT:

For City of La Vergne

Date

By: _____

PLAINTIFF:



Maegan Hall



Date