

SETTLEMENT AGREEMENT AND FULL AND GENERAL RELEASE

1. **Date:** The date of this Settlement Agreement and Full and General Release (“Agreement”) is the date on which it is executed.

2. **Parties:**

a. **First Parties:** The First Parties, Sandra and William Gibson, are releasing all claims against Defendants Officer Larry Hamilton, the City of Lawrence, including but not limited to its officials, agents, and employees, whether appointed or elected, and any other heretofore unidentified officers, supervisors, or employees of the City of Lawrence, Kansas, on behalf of any person or entity who may now or in the future claim through First Parties in a derivative manner, including without limitation, any spouse, child, parent, relative, next of kin, employer, insurer, attorney, lienholder or other subrogated interest (collectively “First Parties”).

b. **Second Parties:** The Second Parties are Officer Larry Hamilton, the City of Lawrence, including but not limited to its officials, agents, and employees, whether appointed or elected, and any other heretofore unidentified officers, supervisors, or employees of the City of Lawrence, Kansas (collectively “Second Parties”).

3. **Lawsuit:** First Parties filed this lawsuit styled *William E. Gibson and Sandra L. Gibson v. Lawrence Hamilton, Jane and/or Jane Doe, Unidentified Officers of the Lawrence Police Department*, in the District Court of Douglas County, Kansas, Case No. 2018-CV-000011 (the “Lawsuit”).

4. **Subject Matter of the Agreement:** This Agreement, a full and general Release of the Second Parties, is based upon the Lawsuit and covers all claims made or asserted or which

accident involving Sandra and William Gibson and Patrick J. Shanahan, at the intersection of 2nd Street and McDonald Drive, on or about July 20, 2016 (the "Occurrence").

5. Release of Claims: First Parties hereby releases, discharges, and acquits all claims, actions and causes of action First Parties may have against the Second Parties and all claims, cross claims, third-party claims, actions and causes of action any other person or entity may have against the Second Parties, known or unknown, arising from the Lawsuit, the Occurrence, or the alleged injuries incurred by First Parties, even if not reasonably discoverable at the time of this Agreement.

6. Consideration: This Agreement is made for and in consideration of the payment to First Parties by the Second Parties of the sum of Sixty-Seven Thousand Five-Hundred Dollars (\$67,500.00). The receipt and sufficiency of such consideration is acknowledged by First Parties.

7. Dismissal of Lawsuit: First Parties hereby agree to dismiss, with prejudice, the action against the Second Parties now pending in the Lawsuit, with each party to bear their own attorneys' fees and costs, within ten (10) days of the date of this Agreement.

8. Future Cooperation: First Parties hereby agrees to cooperate fully, to execute any and all supplementary documents, and to take all additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

9. No Admission of Liability; Disputed Claim: It is understood and agreed that this Agreement is a compromise of a doubtful and disputed claim and the payment made is not to be construed as an admission of liability on the part of the Second Parties or as to the nature and extent of any damages allegedly sustained by First Parties. It is further understood and agreed that the Second Parties deny all liability and intend merely to settle all claims against them arising from

the Occurrence and avoid the expense of future litigation.

10. Liens and Subrogation Interest: Indemnity: First Parties acknowledges the existence of a lien with Blue Cross Blue Shield and has agreed that no disbursement of settlement proceeds will occur until that lien is resolved by First Parties and their attorneys. First Parties represent there is no other person or entity who has any lien against or interest in the proceeds of this settlement, who may claim through First Parties in a derivative manner against the Second Parties for any cause arising from or related to the Occurrence, or who may maintain an action against or recover damages from the Second Parties for the alleged damages incurred by First Parties, including without limitation any spouse, child, parent, relative, employer, insurer, attorney lienholder, workers' compensation lienholder, health care provider, or other subrogated interest. First Parties agrees to be responsible for all such liens, interests, claims, actions, and recoveries.

First Parties further agrees to defend, indemnify and hold harmless the Second Parties against any claim, demand, action, cost, expense, attorneys' fee, loss, judgment or liability the Second Parties may be subjected to by Blue Cross Blue Shield and any other person or entity who may have a lien against or interest in the proceeds of this settlement or who may claim through First Parties in a derivative manner against the Second Parties for any cause arising from or related to the Lawsuit or the Occurrence.

11. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors, heirs, assigns, agents, representatives, attorneys, insurers, any trustees or conservators appointed for or on behalf of the Parties hereto or their assets, and as to business entities, their parents, subsidiary, affiliated and related companies, together with their respective past, present, and future predecessors, successors, assigns, officers, directors,

shareholders, servants, agents, employees, suppliers, sub-suppliers, representatives, attorneys, insurers, and their respective heirs and legal representatives.

12. Enforcement: All remedies at law or in equity shall be available for the enforcement of this Agreement. This Agreement may be pled as a full bar to the enforcement of any claims against the Second Parties arising from or related to the Occurrence or the Lawsuit.

13. Caption: The captions used in this Agreement are for clarification and are meant to be an aid in interpreting it. To the extent they conflict with any substantive provisions of this Agreement, they are to be disregarded.

14. Applicable Law: This Agreement shall be construed pursuant to the law of the State of Kansas in effect on the date of this Agreement.

15. Advice of Counsel: First Parties represent that they have been fully advised by legal counsel before signing this Agreement.

16. Complete Agreement: First Parties represent that no promises, inducements or agreements not herein expressed have been made or offered and that this Agreement is not executed in reliance upon any statement or representation except as specifically set out herein. It is understood and agreed that this Agreement contains the entire agreement between the Parties and that the terms and provisions of this Agreement are contractual and not mere recitals. It is fully understood and agreed that all claims against the Second Parties, if any, for attorneys' liens are included herein.

17. No Representations: First Parties are not relying on any statements, representations or averments made by Defendants or Second Parties during the course of this claim or litigation in entering into the settlement of the above-referenced case. Conversely,

Second Parties are not relying on any statements, representations or averments made by First Parties during the course of this claim or litigation in entering into the settlement of the above referenced case.

BEFORE SIGNING BELOW, THE UNDERSIGNED DECLARE THAT THEY ARE LEGALLY COMPETENT TO EXECUTE THIS SETTLEMENT AGREEMENT AND FULL AND GENERAL RELEASE, THAT THEY HAVE READ AND FULLY UNDERSTAND IT, AND THAT THEY VOLUNTARILY EXECUTE IT WITH FULL KNOWLEDGE OF ITS CONTENTS AND MEANING FOR THE PURPOSE OF OBTAINING THE ABOVE-STATED CONSIDERATION.

Sandra L. Gibson
Sandra L. Gibson

9-12-18
Date

William E. Gibson
William E. Gibson

9-12-18
Date

STATE OF KANSAS)
COUNTY OF SALINE) ss.

Now on this 12th day of SEPTEMBER, 2018, before me appeared Sandra L. Gibson and William E. Gibson, husband and wife, who are known or identified to me to be the same persons who read and executed the above and foregoing Agreement and who acknowledged the execution of the same as their free and voluntary act and deed with full knowledge of its contents.


IN WITNESS WHEREOF, I have hereunto subscribed my hand and affixed my seal on the day and year indicated above.

Devri L. Malm
Notary Public

My Commission Expires:



WITNESSED, APPROVED AND
ATTORNEYS' LIEN RELEASED:



Debra Egli James
HAMPTON & ROYCE, L.C.
United Building, Ninth Floor
119 West Iron Avenue
P.O. Box 1247
Salina, Kansas 67402
785-827-7251
785-827-2815
debjames@hamptonlaw.com
ATTORNEY FOR FIRST PARTIES