

## SETTLEMENT AGREEMENT

Following mediation with the assistance of Michael Marks, Esq., the Parties signing below have reached the following settlement agreement in reference to all of the issues arising out of or related to the following dispute: *Ruqaiyah (Kiah) Morris, James Lawton and J.L. v. Town of Bennington, VHRC Case Nos. PA19-0012, PA19-00013 and PA19-0014* (“Claim”). The Parties shall exchange the documents and payments required to implement the following.

1. Approval of Agreement. This Agreement is contingent upon approval by the Town of Bennington Selectboard no later than April 26, 2021. If not approved, then this Agreement shall be null and void. This Agreement is also contingent upon approval of the withdrawal of the complaints at issue in the Claim by Vermont Human Rights Commission no later than April 30, 2021. If not approved, then this Agreement shall be null and void. If this Agreement is approved as described in this paragraph, the Parties shall take the remaining steps required by this Agreement.

2. Final Resolution of Claim. The Parties hereby resolve the Claim with prejudice. No suit may be filed related to the Claim. Each side shall bear its own costs and attorney’s fees. Each Party shall retain its rights under the law to release and publicly discuss the HRC Investigative Report related to the Claim.

3. General Release, Hold Harmless and Discharge of Liens. The Claimants shall provide the Town of Bennington and all of its agents, contractors, employees and indemnitors with a General Release and hold harmless agreement in a form reasonably acceptable to all counsel. The Claimants shall be responsible for obtaining any requisite approvals for the release by the minor claimant. The General Release shall include an acknowledgement that the Release shall not be deemed an admission of liability, or the strength or weakness of any claim, and that the Claim is being settled to avoid expensive and protracted litigation. The General Release shall cover all claims, including any claims for attorney’s fees,

that were or could have been raised by the Claimants for any reason (including claims for medical payments and a hold harmless agreement extending to all liens of any nature), extending to any unknown, undiscovered, and undiscoverable claims, and all persons who could in any way be subjected to these claims, including principals, members, employees, agents, officers, shareholders, indemnitors and insurers. The Claimants shall also agree to pay all liens out of the settlement proceeds.

4. Payment. Within fourteen days of receipt of the signed Release, the Claimants shall receive a total settlement of One Hundred Thirty-Seven Thousand Five Hundred Dollars (\$137,500.00) in a check from the indemnitor for the Town of Bennington, made payable to the lawyer trust account of counsel for the benefit of the Claimants in the Lawsuit.

5. Other Agreements.

A. The Town will work with Vermont Legal Aid with the goal of providing space for Vermont Legal Aid or other pro bono legal services providers to use space at no cost for a period of at least five years. The lease terms need to be negotiated. However, no rent shall be paid, only recoupment of utilities, insurance costs and actual out-of-pocket expenses.

B. The Town will continue to work in public process to prepare for public comment a proposal to provide police oversight. The Town will accept public input (and specifically the input of the ACLU) prior to executing a contract with a consultant for this process. There will be a structured public process to seek comments from community before a final proposal is adopted. (Town cannot commit to a particular solution without completing a public process.)

C. The Town will provide the following public apology:

“No one in Bennington should feel unsafe or unprotected. We have listened to Kiah Morris, James Lawton and their family in mediation. It is clear that Kiah, James and their family felt

unsafe and unprotected by the Town of Bennington. We have to do better by all persons who live in, work in or travel through the Town of Bennington irrespective of color, race, religion and other categories as protected by law.

The Town of Bennington apologizes to Kiah Morris, James Lawton and their family for the harms and trauma they encountered while residing in Bennington, and we fully acknowledge this reality. We pledge to learn, to do better and to protect all of our citizens.”

6. Miscellaneous. This Agreement represents a compromise to avoid litigation. By making this Agreement, no Party makes any admission concerning the strength or weakness of any claim or position. This Agreement is a comprehensive agreement; all prior understandings and discussions are merged into this Agreement. This Agreement may only be amended by a written instrument signed by all Parties. The Parties shall execute such additional documents as are reasonably requested to implement this Agreement. This Agreement shall be interpreted under the laws of the State of Vermont. All Parties were represented by counsel in the drafting of this Agreement. All Parties voluntarily make this Agreement in reliance upon the legal advice of their counsel. The presumption against the drafter shall not apply to the construction of this Agreement. Any participation by the mediator in the drafting of this agreement was in his capacity as mediator in recording mutually agreeable settlement terms and does not constitute legal advice to any of the Parties. Photocopies of this Agreement shall be as effective as the original. This Agreement shall be binding and enforceable against the successors, heirs and assigns of the Parties.

Dated April 14, 2021.

DocuSigned by:

*Ruqaiyah Morris*

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Ruqaiyah Morris, individually and as Guardian for J.L.

DocuSigned by:

*James Lawton*

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James Lawton, individually and as Guardian for J.L.

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Stuart Hurd

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Agent for all Defendants in Lawsuit and their  
Indemnitor, VLCT-PACIF

Approved as to form:

DocuSigned by:

Robert Appel

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Robert Appel, Esq.  
Counsel for Claimants

DocuSigned by:

Michael J. Leddy

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Mick Leddy, Esq.  
Counsel for Defendants in Claim