

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAKE CHARLES DIVISION

ROBYN BASSETT AND
AMANDA STOOT

CIVIL ACTION NO. 2:20-cv-00295

VERSUS

JUDGE CAIN

CITY OF LEESVILLE, ET AL

MAGISTRATE JUDGE KAY

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement"), entered into before the undersigned notary public and witnesses, is between ROBYN BASSETT ("Plaintiff") and the CITY OF LEESVILLE, and MAYOR RICK ALLEN, PATTI LARNEY, JAMES CHRIS FOX and JAMES DOULIN (in all capacities), along with Risk Management, Inc. (RMI), the Louisiana Municipal Risk Management Agency (LMRMA), and any heirs, legatees, agents, employees, assigns, representatives, all self-insureds (participants) by definition, predecessors, successors, officers, directors, shareholders, members, partners, affiliates, subsidiaries, parent entities, and successor entities of Defendants ("Defendants"), hereinafter collectively referred to as "the parties."

I. PREFACE

A. On March 6, 2020, Plaintiff instituted Case No. 2:20-cv-00295 in the United States District Court for the Western District of Louisiana, Lake Charles Division, bearing the caption "*ROBYN BASSETT and AMANDA STOOT V. VERSUS CITY OF LEESVILLE, LOUISIANA, MAYOR RICK ALLEN, in his official and individual capacity, PATTI LARNEY, in his official and individual capacity, JAMES CHRIS FOX, in his official and individual capacity, and, JIM DOULIN, in his official and individual capacity*" regarding incidents occurring between mid-2017 to 2019, wherein Defendants were among those made defendants.

B. The parties desire to fully and finally settle, in the manner set forth herein, any and all claims that exist between the parties arising out of or in any way, including but not limited to any claims, events, occurrences or allegations asserted in Plaintiffs' EEOC Complaint, Charge No. 461-2020-00766, and subsequent lawsuit pending in the United States District Court for the Western District of Louisiana, Lake Charles Division, bearing Docket No. 2:20-cv-00295, titled *Robyn Bassett, et al v. City of Leesville, et al.*

C. The parties intend that the execution of this Agreement, without further writings, will compromise any and all claims that the parties may have arising out of Plaintiffs' EEOC Complaint and lawsuit referenced above.

II. OBLIGATIONS

A. *Defendants' Obligations.* Defendants are obligated under this Agreement to pay to the Plaintiff (Robyn Bassett) One Hundred Twelve Thousand One Hundred Twenty-Five and 00/100


ROBYN BASSETT
Initials

dollars (\$112,125.00) (the "Settlement Payment"). The funds are allocated as follows: (1) A total of \$74,750.00 to Robyn Bassett, \$37,375.00 of which is intended to compensate her for alleged compensatory damages and any and all other alleged economic loss, and \$37,375.00 as compensation for fees and expenses attributable to medical treatments for the physical manifestation of alleged emotional distress or mental pain or suffering and/or damages for tort-like personal physical injuries under Internal Revenue Code § 104(a)(2); (2) \$18,687.50 to "Casey Denson Law LLC," and \$18,687.50 to Kerry Murphy Law LLC which will represent payment for Robyn Bassett's attorneys' fees. The Settlement Payment shall be made as follows: (1) first group of payments, totaling \$65,625.00, comprised of \$46,500.00 from the LMRMA and \$19,125.00 from the City of Leesville, to be made within 10 days of execution of this Agreement; and (2) second and final group of payments totaling \$46,500.00 solely from the City of Leesville by January 15, 2021. The following checks shall be issued by Defendants by the following dates:

First Group of Payments	To	Amount
Within 10 days of execution of this Agreement	Robyn Bassett	\$43,750
Within 10 days of execution of this Agreement	Casey Denson Law LLC	\$10,937.50
Within 10 days of execution of this Agreement	Kerry Murphy Law LLC	\$10,937.50

Second Group of Payments		
No later than January 15, 2021	Robyn Bassett	\$31,000.00
No later than January 15, 2021	Casey Denson Law LLC	\$7,750
No later than January 15, 2021	Kerry Murphy Law LLC	\$7,750

B. *Plaintiff's Obligations.* Plaintiff is obligated under this Agreement to: (1) file a Joint Motion to Voluntarily Dismiss the lawsuit within 30 days of executing this Agreement, (2) swear to the declarations and warranties as provided herein, (3) release, indemnify and dismiss Defendants as provided herein, and (4) make no modifications to this Settlement Agreement or the Dismissal without express written consent of Defendants' counsel.

C. *Costs.* Each party shall pay their own record and non-record court costs.

III. DECLARATIONS & WARRANTIES

A. *Capacity and Consent.* Plaintiff declares and warrants that she is not and has never been interdicted; is competent to enter into this Agreement; can read and write the English language; has read this Agreement; understands this Agreement; has no objections to this Agreement; and that after mature deliberation, she signs her name hereto of her own free will, without threat of duress or intimidation.

B. *Understanding.* Plaintiff declares and warrants that she has been represented herein in all capacities by the undersigned Attorneys at Law, Casey Rose Denson and Kerry A. Murphy, who have advised her of all of her rights, obligations, and forfeitures created by and resulting from this Agreement; and that Plaintiff understands that by executing this Agreement, any obligations of the Defendants that were created by the transactions or occurrences of the lawsuit will be forever discharged.

C. *Assignment, Subrogation, Liens & Privileges.* Plaintiff declares and warrants:

- (1) That she has not entered into a contract of employment with an attorney at law other than the undersigned in connection with the transactions or occurrences made the subject of the lawsuit, and that no liens or privileges in favor of such other attorneys exist, including any subrogation, lien or privilege rights of any such attorney as per LA. REV. STAT. §§9:5001 & 37:218. **If any such liens or privileges do exist, they will be satisfied with the amount received by Plaintiff pursuant to this agreement.**
- (2) That no person or entity possesses a lien or privilege for unpaid medical expenses on any amount that is or could be received by Plaintiff pursuant to this Agreement, including but not limited to: (1) A medical privilege or lien for medical services rendered or products provided (LA. REV. STAT. § 9:4752); (2) Any assignment, subrogation, lien, or privilege rights of a state supported or veterans administration hospital (LA. REV. STAT. § 46:8 *et seq.*); (3) The Medical Care Recovery Act (42 U.S.C. § 2651 *et seq.*); (4) The Medicare Secondary Payer Statute (42 U.S.C. § 1395y(b) *et seq.*); (5) Any assignment, subrogation, lien, or privilege rights for Medicaid expenditure reimbursement or recovery of medical assistance payments (42 U.S.C. § 1396a(a)(25), 1396k(a),(b)) (LA. REV. STAT. 46:446 *et seq.*); and (6) Any assignment, subrogation, lien, or privilege rights conferred by ERISA (29 U.S.C. § 1132(a)(3)). **If any such other liens or privileges do exist, they will be satisfied with the amount received by Plaintiff pursuant to this agreement.**
- (3) That she has not received and is not entitled to receive any state or federal workers' compensation benefits as a result of the transactions or occurrences made the subject of the lawsuit; that no person or entity possesses a lien or privilege for reimbursement of workers' compensation benefits on any amount that is or could be received by Plaintiff pursuant to this Agreement. **If any such liens or privileges do exist, they will be satisfied with the amount received by Plaintiff pursuant to this agreement.**
- (4) That she has not sold, transferred, assigned, exchanged, or otherwise alienated the rights and interests conferred upon her as a result of the transactions or occurrences made the

basis of the lawsuit. **If any right or interest has been alienated, those rights and interests will be extinguished and satisfied by Plaintiff with the amount received pursuant to this agreement.**

D. *Medicare Understanding.* Plaintiff is currently not a Medicare beneficiary and has no intention of applying for same for more than thirty (30) months from the date of this settlement; however, Plaintiff understands this settlement may impact, limit or preclude her right or ability to receive future Medicare benefits arising out of the injuries alleged in this lawsuit, and nevertheless, wishes to proceed with the settlement. Moreover, Claimant/Plaintiff declares and warrants under penalty of perjury that Plaintiff has completed all treatment related to the injuries claimed as a result of the injuries made the basis of this suit and that she has no intention of submitting any bills to Medicare for any treatment related to the injuries she is claiming in this lawsuit. If she does, she will be solely responsible for said charges.

E. *Other Claims.* Plaintiff declares and warrants that no spouse, child, parent, sibling, grandparent, or other person or entity not a party to this agreement has any rights or interests derivative of Plaintiff's alleged injuries, such as a consortium claim, and if any person attempts to assert same, Plaintiff declares that Defendants shall be indemnified and held harmless in accordance with Section VI of this agreement.

IV. GENERAL RELEASE

A. Plaintiff, for and in consideration of the amount listed hereinabove paid by Defendants, does hereby IRREVOCABLY and UNCONDITIONALLY RELEASE, ACQUIT, and FOREVER DISCHARGE Defendants, as well as Defendants' attorneys, Keiser Law Firm, P.L.C., Randall B. Keiser, Matthew L. Nowlin, Stamey Law Firm, Joseph B. Stamey, Louisiana Municipal Association, J. Scott Thomas, Borne, Wilkes & Rabalais, LLC, Joy C. Rabalais, Gold, Weems, Bruser, Sues & Rundell, M. Allison Johnson and Kay H. Michiels from any and all obligations, claims, demands, causes of action, actions, and suits which have been or could have been asserted by Plaintiff as a result of the transactions or occurrences forming the basis of the lawsuit.

B. The "obligations, claims, demands, causes of action, actions, and suits" released herein include, but are in no way limited to: assault, battery, intentional or negligent infliction of emotional distress, false arrest, false imprisonment, excessive force, nuisance, trespass, intentional torts, negligence, gross negligence, wanton or reckless conduct, whistleblower reprisal, interference with a contractual relationship, intentional business harms, abuse of process, invasion of privacy, defamation, fraud, consortium, pain and suffering, loss of earnings, loss of earning capacity, claims for mental or emotional distress, claims for racial discrimination, sexual discrimination, age discrimination, claims for indemnity, claims for contribution, reimbursement claims, workers' compensation claims, penalties, attorney fees, claims under equity, claims under the United States or Louisiana Constitutions (including but not limited to First and Fourth Amendment claims under the United States Constitution), claims for damages to property, any claim that may be brought under La. Civ. Code art. 2315, Civil Rights violations (42 U.S.C. § 1981-1996b), Equal Employment violations (42 U.S.C. § 2000e-2000e-17), the Age Discrimination in Employment Act (29 U.S.C. § 621, including all special waiver provisions of 28 U.S.C. § 626(f)), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101), the Equal

Pay Act of 1963 (29 U.S.C. § 206(d), 42 U.S.C. 1295(y) (b) (3) (A), and any other claims under any section of the United States Code or Louisiana Law.

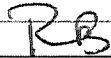
V. INDEMNIFICATION

Plaintiff agrees to indemnify, defend, and hold harmless, Defendants, including payment of all attorneys' fees (by an attorney selected by the Defendants), costs, expenses, penalties and any amount for which Defendants are cast in judgment, from any and all further liability and expenses as to any claims, demands, causes of action, actions, and suits, by or on behalf of Plaintiff, including, but not limited to those asserted pursuant to or for the enforcement of:

- (1) A medical privilege or lien for medical services rendered or products provided (LA. REV. STAT. § 9:4752);
- (2) Any assignment, subrogation, lien, or privilege rights of any attorney (LA. REV. STAT. § 37:218)(LA. REV. STAT. § 9:5001);
- (3) Any assignment, subrogation, lien, or privilege rights of a state supported or veterans administration hospital (LA. REV. STAT. § 46:8 *et seq.*);
- (4) The Medical Care Recovery Act (42 U.S.C. § 2651 *et seq.*);
- (5) The Medicare Secondary Payer Statute (42 U.S.C. § 1395y(b) *et seq.*);
- (6) Any assignment, subrogation, lien, or privilege rights for Medicaid expenditure reimbursement or recovery of medical assistance payments (42 U.S.C. § 1396a(a)(25), 1396k(a),(b)) (LA. REV. STAT. 46:446 *et seq.*);
- (7) Any assignment, subrogation, lien, or privilege rights conferred by ERISA (29 U.S.C. § 1132(a)(3));
- (8) Any assignment, subrogation, lien, or privilege rights possessed by any workers' compensation payor;
- (9) Any consortium claim; and
- (10) Any other assignment, subrogation, lien, or privilege rights of any nature whatsoever not specifically referenced herein.

VI. MISCELLANEOUS

A. *Construction.* This Agreement shall be construed as a contract negotiated at arm's length, and any special rules of construction applicable to contracts of adhesion or insurance contracts shall not apply. No party shall be deemed to be the drafter of any particular provision of this Agreement, nor shall any part of this Agreement be construed against any party on the basis of its identity as the drafter of any part of this Agreement.

 ROBYN BASSETT Initials
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B. *Severability.* If any provision of this Agreement is held to be unenforceable or invalid, that provision shall be fully severable and shall not affect the validity of any other provision, except for those provisions to which the presumption in LA. CIV. CODE art. 2083 is applicable. The parties may agree to add an enforceable replacement provision.

C. *Liability not Admitted.* Plaintiff understands and acknowledges that this Agreement is to avoid future litigation and that, in entering into this Agreement, the Defendants do not admit any fault or liability whatsoever.

D. *Taxes.* Defendants have not made, and in fact, make no warranty or representation of any nature as to the actual taxable nature to Plaintiff of the settlement proceeds or as to any position which might be taken by the Internal Revenue Service, or any other taxing authority. Any tax liability that might be found to exist is exclusively the responsibility of Plaintiff and Plaintiff agrees that should the Internal Revenue Service, or any other taxing authority, disagree with the characterization of the payment paid, Plaintiff shall assume all liability for all taxes.

E. *Confidentiality.* Plaintiff further declares that the negotiations leading to, and including the execution of this Settlement Agreement and Receipt and Release, will remain strictly confidential between Plaintiff and her parents, partner, tax or financial advisor and legal representative. The existence, nature, terms and conditions of this Settlement Agreement are strictly confidential and shall not be disclosed by Plaintiff in any manner or form (including but not limited to any social media platform), directly or indirectly, to any person or entity under any circumstances, except by order of a court of competent jurisdiction, or in proceedings to enforce this settlement. Plaintiff shall not assist, or cooperate with, any other person or entity in committing any act which, if committed by Plaintiff, would constitute existence, nature, terms, or conditions of the settlement, or any comment, publication, or internet post concerning this Section. The confidentiality obligations in this Paragraph do not and shall not be interpreted to operate as a bar or to limit Plaintiff's participation, assistance or testimony with the EEOC, NLRB, DOL, or any like state agency in any investigation or proceeding. In the event that Plaintiff is served with a subpoena or other judicial process demanding testimony or documents implicated under the terms of this Paragraph, Plaintiff shall transmit a copy of said subpoena or process to the City Attorney, presently:

Mr. Max Antony
Antony Law Group
118 S. Third Street, Suite A
Leesville, Louisiana 71446
max@antonylawgroup.com
(337) 239-6557¹

¹ Plaintiff understands that the person holding the office of "City Attorney" changes from time to time, and Plaintiff acknowledges she is responsible for providing notice/process to the then-occupant of the office of "City Attorney" at the time of receipt of said notice/process.


ROBYN BASSETT
Initials

In the event that Defendants decide to make an application to quash the subpoena or process, they will inform Plaintiff prior to the date for compliance therewith. If asked about the status of the case, Plaintiff or Defendants can respond that the litigation has been "amicably resolved."

F. *Bankruptcy.* Plaintiff warrants that she has not filed bankruptcy since the institution of this lawsuit through this date, and further that she has no plans to file bankruptcy within ninety (90) days of this Settlement Agreement.

G. *Enforceability.* It is understood and agreed by the parties as defined in Section I of this Settlement Agreement, that, in any action to enforce this Settlement Agreement regarding a breach of Section VII(E), the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs from the party against whom the Settlement Agreement is enforced.

H. *Agreement not to seek Future Employment with City of Leesville.* Robyn Bassett agrees never to seek employment with the City of Leesville.

I. *Non-Disparagement.* Plaintiffs agree and covenant that Plaintiffs shall not at any time make, publish, or communicate to any person or entity or in any private or public forum any defamatory, maliciously false, or disparaging remarks, comments, or statements concerning the Mayor, City Administrator, members of the Town Council of the City of Leesville, department heads of the City of Leesville, or any of its supervisors, employees, now or in the future. Should it be determined that Plaintiffs violate this provision, then Plaintiffs shall pay to the Defendants or their designee or assignee, the full sum of One Thousand Dollars (\$1,000.00) as liquidated damages. The Defendants agree and covenant that they shall not at any time make, publish, or communicate to any person or entity or in any private or public forum any defamatory, maliciously false, or disparaging remarks, comments, or statements concerning Plaintiffs, now or in the future. Further, Defendants will instruct its employees, including all employees of the Municipal Golf Course, City Attorney's Office, and Fort Polk Vegetation Project of this obligation. Should it be determined that the Defendants violated this provision, then the City of Leesville shall pay to Plaintiffs the full sum of One Thousand Dollars (\$1,000.00) as liquidated damages.

J. *Neutral Reference.* If contacted by another individual, company, state, local or federal government entity or other organization regarding Plaintiff's employment for the City of Leesville, Louisiana, Defendants will only provide dates of former employment and the position(s) held. Plaintiff shall instruct all prospective employers to contact the City Attorney for any requested reference. The City Attorney is presently:

Mr. Max Antony²
Antony Law Group
118 S. Third Street, Suite A
Leesville, Louisiana 71446
max@antonylawgroup.com
(337) 239-6557

² The provisions of footnote 1 likewise apply to this Paragraph.

K. *Creation of Policy for Employee Complaints.* The Mayor and City Administrator will recommend that the last paragraph of Section 7.3 of the Policy and Procedure Manual of the City of Leesville be amended to read as follows:

Any employee who believes he or she has been subjected to employment discrimination, retaliation, or sexual harassment should report the alleged act immediately or as soon as possible to the employee's immediate supervisor or to the City Attorney, who may be reached at the following address, email address, and phone number:

Mr. Max Antony
Antony Law Group
118 S. Third Street, Suite A
Leesville, Louisiana 71446
max@antonylawgroup.com
(337) 239-6557

It is not necessary to complain to an offending supervisor in order to report employment discrimination, retaliation, or sexual harassment. Any employee, manager, or supervisor found by the City to have discriminated against, retaliated against, or sexually harassed another employee will be subject to appropriate discipline, up to and including termination.

L. I hereby swear under penalty of perjury that my attorneys have fully explained this Settlement Agreement to me and have answered all questions I have to my satisfaction.

SIGNED by ROBYN BASSETT on the 21st day of OCTOBER, 2020, in VERNON Parish, Louisiana, in the presence of the undersigned competent witnesses and notary public.


ROBYN BASSETT


Signature: Witness 1

Amanda Steets
Print Name: Witness 1


Signature: Witness 2

R M Redmond
Print Name: Witness 2

ACKNOWLEDGMENT

On this 21 day of October, 2020, personally came and appeared ROBYN BASSETT, to me personally known, who, after being duly sworn, did depose and state in the presence of the two competent witnesses above referenced that she voluntarily executed the above and foregoing Settlement Agreement for the purposes therein expressed.

Susan M Redmond

Notary Public

Print Name: Susan M Redmond

Notary/Bar No: 062939

Commission expires: at my death

SETTLEMENT APPROVED AS TO FORM & CONTENT:

Casey Denson

Casey Rose Denson #33363
Casey Denson Law, LLC
3436 Magazine Street, Unit #7005
New Orleans, LA 70115
Telephone: (504) 240-0110

Kerry A Murphy

Kerry A Murphy #31382
Kerry Murphy Law LLC
715 Girod Street, Suite 250
New Orleans, LA 70130
Telephone: (504) 603-1500

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAKE CHARLES DIVISION

ROBYN BASSETT AND
AMANDA STOOT

CIVIL ACTION NO. 2:20-cv-00295

VERSUS

JUDGE CAIN

CITY OF LEESVILLE, ET AL

MAGISTRATE JUDGE KAY

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement"), entered into before the undersigned notary public and witnesses, is between AMANDA STOOT ("Plaintiff") and the CITY OF LEESVILLE, and MAYOR RICK ALLEN, PATTI LARNEY, JAMES CHRIS FOX and JAMES DOULIN (in all capacities), along with Risk Management, Inc. (RMI), the Louisiana Municipal Risk Management Agency (LMRMA), and any heirs, legatees, agents, employees, assigns, representatives, all self-insureds (participants) by definition, predecessors, successors, officers, directors, shareholders, members, partners, affiliates, subsidiaries, parent entities, and successor entities of Defendants ("Defendants"), hereinafter collectively referred to as "the parties."

I. PREFACE

A. On March 6, 2020, Plaintiff instituted Case No. 2:20-cv-00295 in the United States District Court for the Western District of Louisiana, Lake Charles Division, bearing the caption "*ROBYN BASSETT and AMANDA STOOT V. VERSUS CITY OF LEESVILLE, LOUISIANA, MAYOR RICK ALLEN, in his official and individual capacity, PATTI LARNEY, in his official and individual capacity, JAMES CHRIS FOX, in his official and individual capacity, and, JIM DOULIN, in his official and individual capacity*" regarding incidents occurring between mid-2017 to 2019, wherein Defendants were among those made defendants.

B. The parties desire to fully and finally settle, in the manner set forth herein, any and all claims that exist between the parties arising out of or in any way, including but not limited to any claims, events, occurrences or allegations asserted in Plaintiffs' EEOC Complaint, Charge No. 461-2020-00948, and subsequent lawsuit pending in the United States District Court for the Western District of Louisiana, Lake Charles Division, bearing Docket No. 2:20-cv-00295, titled *Robyn Bassett, et al v. City of Leesville, et al.*

C. The parties intend that the execution of this Agreement, without further writings, will compromise any and all claims that the parties may have arising out of Plaintiffs' EEOC Complaint and lawsuit referenced above.


AMANDA STOOT
Initials

II. OBLIGATIONS

A. *Defendants' Obligations.* Defendants are obligated under this Agreement to pay to Plaintiff Amanda Stoots One Hundred Eighty-Six Thousand Eight Hundred Seventy-Five and 00/100 dollars (\$186,875) (the "Settlement Payment"). The funds are allocated as follows: (1) A total of \$124,583.33 to Amanda Stoots, \$62,291.67 is intended to compensate her for alleged compensatory damages and any and all other alleged economic loss, and \$67,291.66 for fees and expenses attributable to medical treatments for the physical manifestation of alleged emotional distress or mental pain or suffering and/or damages for tort-like personal physical injuries under Internal Revenue Code § 104(a)(2); and (2) \$31,145.83 to "Casey Denson Law LLC," and \$31,145.83 to Kerry Murphy Law LLC which will represent payment for Amanda Stoots' attorneys' fees. The Settlement Payment shall be made as follows: (1) first group of payments, totaling \$109,375, comprised of \$77,500.00 from the LMRMA and \$31,875.00 from the City of Leesville, to be made within 10 days of execution of this Agreement; and (2) second and final group of payments totaling \$77,500.00 solely from the City of Leesville by January 15, 2021. The following checks shall be issued by Defendants by the following dates:

First Group of Payments	To	Amount
Within 10 days of execution of this Agreement	Amanda Stoots	\$72,916.67
Within 10 days of execution of this Agreement	Casey Denson Law LLC	\$18,229.16
Within 10 days of execution of this Agreement	Kerry Murphy Law LLC	\$18,229.16

Second Group of Payments		
No later than January 15, 2021	Amanda Stoots	\$51,666.67
No later than January 15, 2021	Casey Denson Law LLC	\$12,916.67
No later than January 15, 2021	Kerry Murphy Law LLC	\$12,916.67

B. *Plaintiff's Obligations.* Plaintiff is obligated under this Agreement to: (1) file a Joint Motion to Voluntarily Dismiss the lawsuit within 30 days of executing this Agreement, (2) swear to the declarations and warranties as provided herein, (3) release, indemnify and dismiss Defendants as provided herein, and (4) make no modifications to this Settlement Agreement or the Dismissal without express written consent of Defendants' counsel.

C. *Costs.* Each party shall pay their own record and non-record court costs.

III. DECLARATIONS & WARRANTIES

A. *Capacity and Consent.* Plaintiff declares and warrants that she is not and has never been interdicted; is competent to enter into this Agreement; can read and write the English language; has read this Agreement; understands this Agreement; has no objections to this Agreement; and that after mature deliberation, she signs her name hereto of her own free will, without threat of duress or intimidation.

B. *Understanding.* Plaintiff declares and warrants that she has been represented herein in all capacities by the undersigned Attorneys at Law, Casey Rose Denson and Kerry A. Murphy, who have advised her of all of her rights, obligations, and forfeitures created by and resulting from this Agreement; and that Plaintiff understands that by executing this Agreement, any obligations of the Defendants that were created by the transactions or occurrences of the lawsuit will be forever discharged.

C. *Assignment, Subrogation, Liens & Privileges.* Plaintiff declares and warrants:

- (1) That she has not entered into a contract of employment with an attorney at law other than the undersigned in connection with the transactions or occurrences made the subject of the lawsuit, and that no liens or privileges in favor of such other attorneys exist, including any subrogation, lien or privilege rights of any such attorney as per LA. REV. STAT. §§9:5001 & 37:218. **If any such liens or privileges do exist, they will be satisfied with the amount received by Plaintiff pursuant to this agreement.**
- (2) That no person or entity possesses a lien or privilege for unpaid medical expenses on any amount that is or could be received by Plaintiff pursuant to this Agreement, including but not limited to: (1) A medical privilege or lien for medical services rendered or products provided (LA. REV. STAT. § 9:4752); (2) Any assignment, subrogation, lien, or privilege rights of a state supported or veterans administration hospital (LA. REV. STAT. § 46:8 *et seq.*); (3) The Medical Care Recovery Act (42 U.S.C. § 2651 *et seq.*); (4) The Medicare Secondary Payer Statute (42 U.S.C. § 1395y(b) *et seq.*); (5) Any assignment, subrogation, lien, or privilege rights for Medicaid expenditure reimbursement or recovery of medical assistance payments (42 U.S.C. § 1396a(a)(25), 1396k(a),(b)) (LA. REV. STAT. 46:446 *et seq.*); and (6) Any assignment, subrogation, lien, or privilege rights conferred by ERISA (29 U.S.C. § 1132(a)(3)). **If any such other liens or privileges do exist, they will be satisfied with the amount received by Plaintiff pursuant to this agreement.**
- (3) That she has not received and is not entitled to receive any state or federal workers' compensation benefits as a result of the transactions or occurrences made the subject of the lawsuit; that no person or entity possesses a lien or privilege for reimbursement of workers' compensation benefits on any amount that is or could be received by Plaintiff pursuant to this Agreement. **If any such liens or privileges do exist, they will be satisfied with the amount received by Plaintiff pursuant to this agreement.**

 AMANDA STOOTS Initials
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- (4) That she has not sold, transferred, assigned, exchanged, or otherwise alienated the rights and interests conferred upon her as a result of the transactions or occurrences made the basis of the lawsuit. **If any right or interest has been alienated, those rights and interests will be extinguished and satisfied by Plaintiff with the amount received pursuant to this agreement.**

D. *Medicare Understanding.* Plaintiff is currently not a Medicare beneficiary and has no intention of applying for same for more than thirty (30) months from the date of this settlement; however, Plaintiff understands this settlement may impact, limit or preclude her right or ability to receive future Medicare benefits arising out of the injuries alleged in this lawsuit, and nevertheless, wishes to proceed with the settlement. Moreover, Claimant/Plaintiff declares and warrants under penalty of perjury that Plaintiff has completed all treatment related to the injuries claimed as a result of the injuries made the basis of this suit and that she has no intention of submitting any bills to Medicare for any treatment related to the injuries she is claiming in this lawsuit. If she does, she will be solely responsible for said charges.

E. *Other Claims.* Plaintiff declares and warrants that no spouse, child, parent, sibling, grandparent, or other person or entity not a party to this agreement has any rights or interests derivative of Plaintiff's alleged injuries, such as a consortium claim, and if any person attempts to assert same, Plaintiff declares that Defendants shall be indemnified and held harmless in accordance with Section VI of this agreement.

IV. GENERAL RELEASE

A. Plaintiff, for and in consideration of the amount listed hereinabove paid by Defendants, does hereby IRREVOCABLY and UNCONDITIONALLY RELEASE, ACQUIT, and FOREVER DISCHARGE Defendants, as well as Defendants' attorneys, Keiser Law Firm, P.L.C., Randall B. Keiser, Matthew L. Nowlin, Stamey Law Firm, Joseph B. Stamey, Louisiana Municipal Association, J. Scott Thomas, Borne, Wilkes & Rabalais, LLC, Joy C. Rabalais, Gold, Weems, Bruser, Sues & Rundell, M. Allison Johnson and Kay H. Michiels from any and all obligations, claims, demands, causes of action, actions, and suits which have been or could have been asserted by Plaintiff as a result of the transactions or occurrences forming the basis of the lawsuit.

B. The "obligations, claims, demands, causes of action, actions, and suits" released herein include, but are in no way limited to: assault, battery, intentional or negligent infliction of emotional distress, false arrest, false imprisonment, excessive force, nuisance, trespass, intentional torts, negligence, gross negligence, wanton or reckless conduct, whistleblower reprisal, interference with a contractual relationship, intentional business harms, abuse of process, invasion of privacy, defamation, fraud, consortium, pain and suffering, loss of earnings, loss of earning capacity, claims for mental or emotional distress, claims for racial discrimination, sexual discrimination, age discrimination, claims for indemnity, claims for contribution, reimbursement claims, workers' compensation claims, penalties, attorney fees, claims under equity, claims under the United States or Louisiana Constitutions (including but not limited to First and Fourth Amendment claims under the United States Constitution), claims for damages to property, any claim that may be brought under La. Civ. Code art. 2315, Civil Rights violations (42 U.S.C. §


AMANDA STOOTS
Initials

1981–1996b), Equal Employment violations (42 U.S.C. § 2000e–2000e-17), the Age Discrimination in Employment Act (29 U.S.C. § 621, including all special wavier provisions of 28 U.S.C. § 626(f)), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101), the Equal Pay Act of 1963 (29 U.S.C. § 206(d), 42 U.S.C. 1295(y) (b) (3) (A), and any other claims under any section of the United States Code or Louisiana Law.

V. INDEMNIFICATION

Plaintiff agrees to indemnify, defend, and hold harmless, Defendants, including payment of all attorneys' fees (by an attorney selected by the Defendants), costs, expenses, penalties and any amount for which Defendants are cast in judgment, from any and all further liability and expenses as to any claims, demands, causes of action, actions, and suits, by or on behalf of Plaintiff, including, but not limited to those asserted pursuant to or for the enforcement of:

- (1) A medical privilege or lien for medical services rendered or products provided (LA. REV. STAT. § 9:4752);
- (2) Any assignment, subrogation, lien, or privilege rights of any attorney (LA. REV. STAT. § 37:218)(LA. REV. STAT. § 9:5001);
- (3) Any assignment, subrogation, lien, or privilege rights of a state supported or veterans administration hospital (LA. REV. STAT. § 46:8 *et seq.*);
- (4) The Medical Care Recovery Act (42 U.S.C. § 2651 *et seq.*);
- (5) The Medicare Secondary Payer Statute (42 U.S.C. § 1395y(b) *et seq.*);
- (6) Any assignment, subrogation, lien, or privilege rights for Medicaid expenditure reimbursement or recovery of medical assistance payments (42 U.S.C. § 1396a(a)(25), 1396k(a),(b)) (LA. REV. STAT. 46:446 *et seq.*);
- (7) Any assignment, subrogation, lien, or privilege rights conferred by ERISA (29 U.S.C. § 1132(a)(3));
- (8) Any assignment, subrogation, lien, or privilege rights possessed by any workers' compensation payor;
- (9) Any consortium claim; and
- (10) Any other assignment, subrogation, lien, or privilege rights of any nature whatsoever not specifically referenced herein.

VI. MISCELLANEOUS

A. *Construction.* This Agreement shall be construed as a contract negotiated at arm's length, and any special rules of construction applicable to contracts of adhesion or insurance contracts

shall not apply. No party shall be deemed to be the drafter of any particular provision of this Agreement, nor shall any part of this Agreement be construed against any party on the basis of its identity as the drafter of any part of this Agreement.

B. *Severability.* If any provision of this Agreement is held to be unenforceable or invalid, that provision shall be fully severable and shall not affect the validity of any other provision, except for those provisions to which the presumption in LA. CIV. CODE art. 2083 is applicable. The parties may agree to add an enforceable replacement provision.

C. *Liability not Admitted.* Plaintiff understands and acknowledges that this Agreement is to avoid future litigation and that, in entering into this Agreement, the Defendants do not admit any fault or liability whatsoever.

D. *Taxes.* Defendants have not made, and in fact, make no warranty or representation of any nature as to the actual taxable nature to Plaintiff of the settlement proceeds or as to any position which might be taken by the Internal Revenue Service, or any other taxing authority. Any tax liability that might be found to exist is exclusively the responsibility of Plaintiff and Plaintiff agrees that should the Internal Revenue Service, or any other taxing authority, disagree with the characterization of the payment paid, Plaintiff shall assume all liability for all taxes.

E. *Confidentiality.* Plaintiff further declares that the negotiations leading to, and including the execution of this Settlement Agreement and Receipt and Release, will remain strictly confidential between Plaintiff and her tax or financial advisor and legal representative. The existence, nature, terms and conditions of this Settlement Agreement are strictly confidential and shall not be disclosed by Plaintiff in any manner or form (including but not limited to any social media platform), directly or indirectly, to any person or entity under any circumstances, except by order of a court of competent jurisdiction, or in proceedings to enforce this settlement. Plaintiff shall not assist, or cooperate with, any other person or entity in committing any act which, if committed by Plaintiff, would constitute existence, nature, terms, or conditions of the settlement, or any comment, publication, or internet post concerning this Section. This paragraph and the confidentiality requirements described herein do not apply to Plaintiff as to Defendant James "Chris" Fox,¹ and do not prohibit the disclosure by the Plaintiff of the terms of or the facts associated with the underlying claims of this Agreement as required by LSA-R.S. 13:5109.1. In addition, the confidentiality obligations in this Paragraph do not and shall not be interpreted to operate as a bar or to limit Plaintiff's participation, assistance or testimony with the EEOC, NLRB, DOL, or any like state agency in any investigation or proceeding. In the event that Plaintiff is served with a subpoena or other judicial process demanding testimony or documents implicated under the terms of this Paragraph, Plaintiff shall transmit a copy of said subpoena or process to the City Attorney, presently:

Mr. Max Antony
Antony Law Group
118 S. Third Street, Suite A
Leesville, Louisiana 71446

¹ Plaintiff made claims against Defendant Chris Fox for sexual harassment, and did not allege that she was sexually harassed by other Defendants.

In the event that Defendants decide to make an application to quash the subpoena or process, they will inform Plaintiff prior to the date for compliance therewith. If asked about the status of the case, Plaintiff or Defendants can respond that the litigation has been “amicably resolved.”

F. *Bankruptcy.* Plaintiff warrants that she has not filed bankruptcy since the institution of this lawsuit through this date, and further that she has no plans to file bankruptcy within ninety (90) days of this Settlement Agreement.

G. *Enforceability.* It is understood and agreed by the parties as defined in Section I of this Settlement Agreement, that, in any action to enforce this Settlement Agreement regarding a breach of Section VII(E), the prevailing party shall be entitled to recover all reasonable attorneys’ fees and costs from the party against whom the Settlement Agreement is enforced.

H. *Agreement not to seek Future Employment with City of Leesville.* Amanda Stoots agrees never to seek employment with the City of Leesville.

I. *Non-Disparagement.* Plaintiffs agree and covenant that Plaintiffs shall not at any time make, publish, or communicate to any person or entity or in any private or public forum any defamatory, maliciously false, or disparaging remarks, comments, or statements concerning the Mayor, City Administrator, members of the Town Council of the City of Leesville, department heads of the City of Leesville, or any of its supervisors, employees, now or in the future. Should it be determined that Plaintiffs violate this provision, then Plaintiffs shall pay to the Defendants or their designee or assignee, the full sum of One Thousand Dollars (\$1,000.00) as liquidated damages. The Defendants agree and covenant that they shall not at any time make, publish, or communicate to any person or entity or in any private or public forum any defamatory, maliciously false, or disparaging remarks, comments, or statements concerning Plaintiffs, now or in the future. Further, Defendants will instruct its employees, including all employees of the Municipal Golf Course, City Attorney’s Office, and Fort Polk Vegetation Project of this obligation. Should it be determined that the Defendants violated this provision, then the City of Leesville shall pay to Plaintiffs the full sum of One Thousand Dollars (\$1,000.00) as liquidated damages. As required by **LSA-R.S. 13:5109.1**, the provisions of this Paragraph do not prohibit Plaintiff, Ms. Stoots, from disclosing the terms of or the facts associated with the claims of sexual harassment against Defendant Fox.

J. *Neutral Reference.* If contacted by another individual, company, state, local or federal government entity or other organization regarding Plaintiff’s employment for the City of Leesville, Louisiana, Defendants will only provide dates of former employment and the position(s) held. Plaintiff shall instruct all prospective employers to contact the City Attorney for any requested reference. The City Attorney is presently:

² Plaintiff understands that the person holding the office of “City Attorney” changes from time to time, and Plaintiff acknowledges she is responsible for providing notice/process to the then-occupant of the office of “City Attorney” at the time of receipt of said notice/process.

Mr. Max Antony³
Antony Law Group
118 S. Third Street, Suite A
Leesville, Louisiana 71446

K. *Creation of Policy for Employee Complaints.* The Mayor and City Administrator will recommend that the last paragraph of Section 7.3 of the Policy and Procedure Manual of the City of Leesville be amended to read as follows:

Any employee who believes he or she has been subjected to employment discrimination, retaliation, or sexual harassment should report the alleged act immediately or as soon as possible to the employee's immediate supervisor or to the City Attorney, who may be reached at the following address, email address, and phone number:

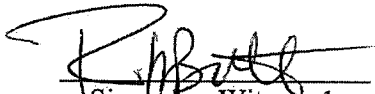
Mr. Max Antony
Antony Law Group
118 S. Third Street, Suite A
Leesville, Louisiana 71446
max@antonylawgroup.com
(337) 239-6557

It is not necessary to complain to an offending supervisor in order to report employment discrimination, retaliation, or sexual harassment. Any employee, manager, or supervisor found by the City to have discriminated against, retaliated against, or sexually harassed another employee will be subject to appropriate discipline, up to and including termination.

L. I hereby swear under penalty of perjury that my attorneys have fully explained this Settlement Agreement to me and have answered all questions I have to my satisfaction.

SIGNED by AMANDA STOOTs on the 21 day of Oct, 2020, in Vernon Parish, Louisiana, in the presence of the undersigned competent witnesses and notary public.


AMANDA STOOTs


Signature: Witness 1

ROBYN BASSETT
Print Name: Witness 1


Signature: Witness 2

R M Redmond
Print Name: Witness 2

³ The provisions of footnote 2 likewise apply to this Paragraph.


AMANDA STOOTs
Initials

ACKNOWLEDGMENT

On this 21 day of October, 2020, personally came and appeared AMANDA STOOT, to me personally known, who, after being duly sworn, did depose and state in the presence of the two competent witnesses above referenced that she voluntarily executed the above and foregoing Settlement Agreement for the purposes therein expressed.

Susan M Redmond

Notary Public

Print Name: Susan M Redmond

Notary/Bar No: 062939

Commission expires: at my death

SETTLEMENT APPROVED AS TO FORM & CONTENT:

Casey Denson

Casey Rose Denson #33363

Casey Denson Law, LLC

3436 Magazine Street, Unit #7005

New Orleans, LA 70115

Telephone: (504) 240-0110

Kerry A. Murphy

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