

PAY ***Thirty Thousand and NO/100 Dollars*****

11/08/2018

30,000.00

KRISTOPHER LAMAR
306 WEST H
NORTH LITTLE ROCK, AR 72116

Dan Whiting
personnel

Vendor: 041975 KRISTOPHER LAMAR

00000244818

Date
11/08/18

Invoice Nbr
SETTLEMENT

Purchase Order Nbr
18-56421

Invoice Amount
30,000.00

11/08/18

00000244818

\$30,000.00

Vendor: 041975 KRISTOPHER LAMAR

00000244818

Date
11/08/18

Invoice Nbr
SETTLEMENT

Purchase Order Nbr
18-56421

Invoice Amount
30,000.00

11/08/18

00000244818

\$30,000.00

**GENERAL RELEASE OF ALL CLAIMS
AND SETTLEMENT AGREEMENT**

RE: MATTER OF KRISTOPHER R. LAMAR

RECITALS:

1. The parties being released hereunder, the City of North Little Rock, Arkansas, any and all officers involved in the arrest of Mr. Kristopher R. Lamar on or about August 27, 2018 in their individual and official capacities, and each of the City's respective servants, attorneys, principals, agents, employees, deputies, representatives, elected officials, insurers, self-insurers, risk management funds, predecessors, successors, assigns, affiliates, divisions, branches, departments and/or any entity or person acting by, through, under or in concert with any of them, and/or any person or entity acting directly or indirectly in the interest of and/or acting with or on behalf of any of them personally, officially or in any capacity whatsoever, shall hereinafter be referred to, jointly and individually as "Released Party."

2. The party executing this Release, Kristopher R. Lamar, his respective heirs, successors, assigns, executors, administrators, agents or representatives of any kind, shall hereinafter be referred to, jointly and individually, separately and collectively, as "Releasing Party".

3. This General Release and Settlement Agreement is between the Released Party and Releasing Party, and is hereafter referred to as the "Release," or the "Agreement."

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NOT TO BE FILED WITH ANY AGENCY OR COURT

FOR RELEASING PARTY

By: 

FOR RELEASED PARTY

By: 

4. As used in this Agreement, the singular or plural shall be deemed to include the other whenever the context so indicates or requires.

5. As consideration for the Release, the Released Party provides the Releasing Party the following:

Payment in the total amount of thirty thousand dollars and no cents (\$30,000.00), for full and final settlement of any and all of Releasing Party's allegations, claims, or potential claims of alleged damages and/or harm regarding Releasing Party's arrest on or about August 27, 2018, by North Little Rock Police Officers in the City of North Little Rock, Arkansas;

The Released Parties, or their representative, will request the Prosecuting Attorney's Office for the Sixth Judicial District to dismiss any and all charges against Releasing Party stemming from the events that occurred in North Little Rock, Arkansas on or about August 27, 2018.

6. In exchange for the above consideration, the receipt, sufficiency and adequacy of which is hereby expressly acknowledged, Releasing Party does hereby irrevocably and unconditionally release, acquit, remise, and forever discharge Released Party from any and all rights, promises, obligations, liens, claims, demands, liabilities, actions and causes of actions of whatever kind and character, in law or equity, in contract, tort or other, both known and unknown, disclosed and undisclosed, actual and consequential, specific and general, however denominated, including but not limited to those arising out of or in any way connected with the interaction or contact of whatever nature, of the Releasing Party with the Released Party and of the Released

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Party with any third party or parties, for any past or present claim, relief or cause of action, no matter how denominated, for income from any source, declaratory or injunctive relief, compensatory, liquidated or punitive damages, money, remuneration, or thing of value whatsoever, by the Releasing Party against the Released Party, including, without limitation, and allegations, causes of action, claims and/or matters caused by, arising out of, related to or in any way connected with the association, affiliation, agency, contact, arrest, or interaction of whatever character or nature of Releasing Party with Released Party and of the Released Party with any third party or parties, and/or arising under, relating to or covered by any federal, state or local ordinance, law, statute, act, custom, usage, rule or regulation and including, without limitation, any claim or cause of action which was, or could have been stated in any venue regarding Plaintiff's arrest by North Little Rock Police Officers on August 27, 2018, in the City of North Little Rock, Arkansas.

7. It is the express intent of the Releasing Party to enter into this full and final settlement and compromise of any and all claims against Released Party, whatsoever, arising out of events related to this complaint occurring up to and including the date of execution of this Release.

8. It is understood, agreed and stipulated between the parties hereto that the consideration described herein is in complete and full accord, satisfaction and discharge of any and all doubtful or disputed claims, whatsoever.

9. The Releasing Party stipulates and agrees not to initiate, join in, continue and/or

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institute any legal proceedings or process based on the within described claims or causes of action before any administrative, judicial, or any other forum against the Released Party, whatsoever. Specifically, Releasing Party agrees that the instant agreement settles any and all claims or complaints that Releasing Party or anyone acting at Releasing Party's direction or advice might have filed with any state, local, or federal official, agency, or entity of whatever kind against the Released Parties regarding the events which formed the basis of the lawsuit in this matter.

10. Releasing Party further agrees not to file nor permit to be filed on his behalf, any claim, charge or cause of action, will not permit themselves to be a member of any potential or existing class or representative action seeking relief for any matter raised herein, and/or will not counsel, participate, advance or assist in the prosecution of such claims, charge or cause of action against the Released Party for any claim or cause of action raised herein, unless ordered to do so by a Court of competent jurisdiction.

11. Released Party does not, by virtue of this Agreement, admit liability to anyone or any entity as a result of any incident, act or omission described in or cognizable by the aforementioned claims or causes of action. This Agreement is entered into for the sole purpose of settlement and compromise. It is stipulated and agreed this Agreement and the negotiations of the parties resulting in this Agreement shall not constitute admissible evidence of any matter for any purpose whatsoever, other than for the sole purpose of a claim of a breach of this Agreement.

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12. This Agreement is not an admission by Released Party of any unlawful acts against Releasing Parties or any other person whatsoever. Released Party specifically denies any violation of any act, statute or law whatsoever. Released Party denies and disclaims any liability to Releasing Party or any other person whatsoever. Likewise, this Release is not an admission by the Releasing Party of any unlawful acts and Releasing Party denies any and all wrongdoing.

13. Releasing Party warrants and represents: (1) that he is competent and entitled to give this complete release and discharge; (2) there are no prior assignments or transfers of any portion of or interest in any of his/her claims or causes of action; (3) there are no liens or claims of lien or assignments in law or equity or otherwise of or against the claims or causes of action of the Releasing Parties herein; and (4) Releasing Party is fully aware of all facts and rights and applicable law with regard to his/her claims and/or causes of action and is aware and knowledgeable about his right to be represented by counsel of his choice with respect to those claims and/or causes of action, and has had the full opportunity to review and approve the content and execution of this Agreement.

14. The Releasing Party will indemnify and save harmless the Released Party herein from any loss, claim, expense, attorney fees, costs, demand, or cause of action of any kind or character through the assertion by any person of a claim or claims connected with the subject matter of this Agreement caused, counseled, initiated, aided, assisted or advanced by the Releasing

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Party, and from any loss incurred directly or indirectly by reason of a falsity of misrepresentation herein by the Releasing Party.

15. Should any part of this General Release and Settlement Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this General Release and Settlement Agreement.

16. It is agreed and stipulated between the parties hereto that no federal taxes or state taxes have been withheld or paid from the monies paid to Releasing Party. The amount described herein is to be settlement for costs and/or for other damages allegedly incurred by Releasing Party. To the extent required by law, the Parties shall each file all required federal, state, and local income tax returns and related filings in a manner fully consistent with the provisions contained in this Agreement. Releasing Party agrees to hold the Released Party harmless from any and all claims for any taxes thereon.

17. This Agreement contains the entire agreement, understanding and stipulation between the parties hereto, none of whom admit allegations, defenses or other assertions made in any pleading filed in the aforementioned ^{matter} lawsuit. It fully and finally supersedes any and all prior negotiations, promises, agreements or understandings between the parties hereto pertaining to the subject matter hereof. The Parties have had full possession of any and all facts with regard to the claims or rights of each other, and full access to respective counsel. The terms of this Agreement

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By: 

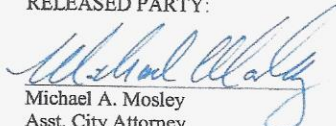
are contractual, not a mere recital, and may be enforced in court. This Agreement is executed in the State of Arkansas and in all respects shall be interpreted, enforced and governed under the laws of said State. Except as stated herein, the terms of this Agreement are executed without reliance upon any representation by the Released Party or any of its representatives.

19. The parties agree to promptly take any steps required by this Release to effectuate its terms.


20. **THIS IS A FULL AND FINAL RELEASE. THE RELEASING PARTY HAS CAREFULLY READ THIS RELEASE AND EXECUTES THE SAME OF HIS OWN FREE WILL WITH A FULL UNDERSTANDING OF AND VOLUNTARY AGREEMENT TO ITS CONTENTS.**

WITNESS our signatures this 8th day of November, 2018.

RELEASED PARTY:


Michael A. Mosley
Asst. City Attorney
City of North Little Rock, AR

RELEASING PARTY:


Kristopher R. Lamar, Claimant

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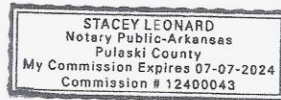
ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss
COUNTY OF PULASKI)

Personally appeared before me, the undersigned Notary Public, within and for the county and state aforementioned, Kristopher R. Lamar, after being duly sworn, state that he has executed the foregoing instrument, styled General Release of All Claims and Settlement Agreement of his own will.

DATED THIS 8th DAY OF November, 2018.

Stacey Leonard
NOTARY PUBLIC



MY COMMISSION EXPIRES:
07-07-2024

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FOR RELEASING PARTY
By: [Signature]

FOR RELEASED PARTY
By: [Signature]

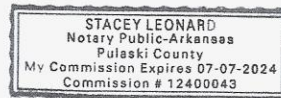
ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss
COUNTY OF PULASKI)

Personally appeared before me, the undersigned Notary Public, within and for the county and state aforementioned, Michael A. Mosley, Assistant City Attorney, after being duly sworn, state that he has executed the foregoing instrument, styled General Release of All Claims and Settlement Agreement of his own will.

DATED THIS 8th DAY OF November, 2018.

Stacey Leonard
NOTARY PUBLIC



MY COMMISSION EXPIRES:

07-07-2024

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By: [Signature]

FOR RELEASED PARTY

By: [Signature]