

SETTLEMENT AGREEMENT & RELEASE OF ALL CLAIMS

For and in consideration of the payment of the sum of Sixty Three Thousand Dollars and 00/100 (\$63,000.00), to be paid to Mandy Przysczpkowski and her attorney, ^{MORTON LAW GROUP, PLLC} ~~Josh Bailey~~, the receipt and sufficiency of which is hereby acknowledged, the undersigned, Mandy Przysczpkowski, does hereby release, acquit and forever discharge Washington County, Arkansas, and the Arkansas Association of Counties Risk Management Fund, and all the past and present agents, servants, officials, and employees, of the above listed entities and individuals, including but not limited to County Judge Marilyn Edwards, Dan Short, and Cheryl Bolinger, in all capacities (i.e. both official and individual) and any and all John and/or Jane Doe or other presently unnamed or unidentified Washington County employees, of and from any and all claims, demands, actions and causes of action which she does now have or may hereafter have arising out of or in any way related to any and all liability and damages of each and every kind to date, including all claims for attorneys' fees, costs, and expenses, and of and from any and all liability and damages that have developed or might develop in the future arising out of or in any way related to the events alleged in *Mandy Przysczpkowski v. Washington County, et al*, W.D. Ark. Case #5:15-cv-05043-TLB, Western District of Arkansas, Fayetteville Division.

It is understood and agreed by the undersigned, Mandy Przysczpkowski, that any potential claims, whether currently known or unknown, against any of the parties mentioned in this document which occurred prior to the date of this agreement are understood to be covered by this agreement and are considered settled and forever discharged. This includes but is not limited to any known or unknown Section 1983 claims, constitutional violation claims, negligence claims, and other tort claims.

It is understood and agreed and expressly covenanted by the undersigned, Mandy Przysczpkowski, and the parties herein released, that the above payment is in full and final compromise of disputed claims and that said payment is not to be construed as an admission of any

liability on the part of any of the parties hereby released, by whom any liability is expressly denied.

As further consideration for the above payment, the undersigned, Mandy Przyszcypkowski, does hereby covenant and agree that all attorney's fees, statutory costs, incurred liens, subrogation interests, and any and all other claims or expenses of any nature whatsoever, will be paid and satisfied out of the proceeds of the settlement, including but not limited to any hospital and physician liens, Medicare/Medicaid claims/interests, Worker's Compensation liens, and any governmental liens, and the undersigned does hereby agree to indemnify and save harmless the parties hereby released from all judgments, costs, expenses, claims, damages or demands by any persons acting on behalf of the undersigned and any and all individuals, entities, providers or claimants whatsoever seeking to recover liens, damages or funds expended as a result hereto.

It is further agreed that this Release and agreement shall operate as a reduction, to the extent of the pro-rata share of the party or parties being released herein, of all claims for damages recoverable against any other tortfeasor or tortfeasors. It is further agreed by the parties hereto, that it is the intent of this Release to comply with the provisions of the UNIFORM CONTRIBUTION AMONG JOINT TORTFEASORS ACT (Act 315 of 1941), Ark. Code Ann. §16-61-201, et seq. (1987), and specifically Ark. Code Ann. §16-61-205 (1987), so as to provide for a reduction, to the extent of the pro-rata share of the released tortfeasor, of any damages recoverable against all other tortfeasors.

It is further understood, agreed and covenanted to by the undersigned, Mandy Przyszcypkowski, that this settlement is a complete accord and satisfaction of all claims and that the undersigned has not been threatened, coerced or in any way unduly influenced to accept this settlement. It is also agreed that the undersigned will obtain court approval, if necessary, for the settlement prior to cashing the settlement check.

The undersigned, Mandy Przyszcypkowski, and counsel for the undersigned agree to keep the terms of this agreement confidential and agree not to disclose the terms of this agreement to any

parties outside this litigation, except to the extent that disclosure is required by law (i.e., disclosure in response to an FOIA request) and to the extent that any party needs to consult with family or professional advisers about the effectuation of this settlement or direction of the proceeds therefrom.

The undersigned, Mandy Przysczpowski, does hereby acknowledge that the terms of this agreement are intended to be contractual and not a mere recital.

THE UNDERSIGNED, MANDY PRZYSZCZPKOWSKI, DOES HEREBY COVENANT, PROMISE AND AGREE THAT THE EXCHANGE OF CONSIDERATION, AS HEREIN SET FORTH, IS IN FULL AND FINAL ACCORD AND SATISFACTION OF ANY AND ALL CLAIMS, DEMANDS AND CAUSES OF ACTION, WHETHER KNOWN OR UNKNOWN, BY THE UNDERSIGNED.

I UNDERSTAND THAT BY SIGNING THIS RELEASE, ALL CLAIMS THAT I NOW HAVE AND ALL CLAIMS THAT CAN BE BROUGHT OR COULD HAVE BROUGHT IN THE FUTURE OR AGAINST ANY PARTY MENTIONED IN THIS DOCUMENT WHICH OCCURRED ON OR BEFORE THE SIGNING OF THIS RELEASE ARE FOREVER BARRED.


MANDY PRZYSZCZPKOWSKI

3/3/16
DATE

WITNESSED AND APPROVED BY:


JOSH BAILEY
ATTORNEY FOR MANDY PRZYSZCZPKOWSKI