

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE DIVISION

GEORGE K. HENAGAN

CIVIL ACTION NO: 6:21-cv-03946

VERSUS

JUDGE ROBERT R. SUMMERHAYS

CITY OF LAFAYETTE, MAYOR-
PRESIDENT JOSH GUILLORY,
CITY-PARISH ATTORNEY, GREGORY
J. LOGAN, LAFAYETTE POLICE
DEPARTMENT, CHIEF MONTE POTIER,
LT. SCOTT MORGAN, and OFFICER
JOSHUA MYERS

MAG. JUDGE CAROL WHITEHURST

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

STATE OF LOUISIANA

PARISH OF LAFAYETTE

This Confidential Settlement Agreement and Release Of all Claims ("Agreement") is entered into by and among:

1. GEORGE K. HENAGAN ("Henagan");
2. LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT ("LCG");
3. JOSHUA S. GUILLORY ("Guillory");
4. GREGORY J. LOGAN ("Logan");
5. SCOTT MORGAN ("Morgan"); and
6. JOSHUA MYERS ("Myers").

Preamble

Henagan and LCG, Guillory, Logan, Morgan, and Myers (collectively, "Defendants") sole interest in entering into this agreement is to end the LITIGATION between them and for Henagan to release any and all claims or legal rights that he may have against Defendants so that once the agreement is signed Henagan will not have any claims or legal rights against Defendants arising out of the facts alleged in the LITIGATION.

Recitals

- A. Henagan filed the above captioned litigation against Defendants, referenced in this agreement as the "LITIGATION."
- B. Defendants deny any and all liability and deny that any action on his/its part constituted negligence, a tort of any kind, or any type of actionable behavior.
- C. To avoid the uncertainties, annoyance, cost, and expense of litigation, Henagan and Defendants have agreed to settle the disputes and controversies that have arisen between them whereby LCG will pay a total of \$42,500.00 to Henagan in return for a complete release of all claims, asserted or unasserted, arising out of the facts alleged in the LITIGATION.
- D. Henagan agrees to execute this Confidential Mutual Settlement Agreement and Release of all Claims and dismiss the LITIGATION with prejudice.
- E. Henagan enters this agreement to release all claims that he may have up to and including the date of this Agreement.
- F. Henagan represents and affirms that he solely owns all rights, if any, to his claims against Defendants and that he has not assigned, given, or in any way transferred any rights to any other person or entity.

NOW, THEREFORE, in consideration of the representations, warranties, acknowledgements, promises, and covenants contained herein, the dismissal of the LITIGATION and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and without any admission of (and specifically denying) liability by Defendants, the Parties hereby covenant and agree as follows:

1. Full, Final, and Complete Release.

For an in consideration of the Settlement Payment by to Henagan by Defendants, the Parties agree to hereby release, waive, and forever discharge each other, their predecessors, heirs, successors, assigns, parents, subsidiaries, any affiliated entities, officers, agents, trustees, legal representatives, consultants, sureties and insurers, from and against any and all claims, liabilities, actions, losses, or damages, including but not limited to statutory penalties, attorney's fees, interest, costs, and expenses that are addressed or set forth in the Litigation, whether known, unknown, or asserted.

Specifically, Henagan RELEASES, ACQUITS, and FOREVER DISCHARGES the Defendants, which includes each of its current and former officers, employees, agents, heirs, insurers, attorneys and all those in interest, including but not limited to LCG, Guillory, Logan, Morgan, Myers, and Monte Potier, therewith of and from any and all claims, demands, actions, remedies, causes of action, debts, liabilities, contracts, damages, costs including, without limitation,

attorneys' fees and all costs of court or other proceedings, expenses, and losses of every kind or nature, whether arising by contract, tort, or other theory, at this time known or unknown, direct or indirect, fixed or contingent, in law, by statute, by regulation, by court order, or in equity, that Henagan ever had, now has, or hereafter can, shall, or may have prior to the date of this Agreement, against Defendants.

It is the express intent of all the Parties that this instrument operate as a full, final, and complete release of any and all claims, causes of action, and rights that Henagan may have or ever had against Defendants that could have been asserted in the LITIGATION or any claim or cause of action based upon any act or omission prior to the date of this Agreement, regardless of whether such claims, causes of action, or rights exist or may ever have existed under any state law or federal law.

2. Scope of Release – claims known or unknown.

It is expressly agreed and understood by Henagan that the releases contained in Paragraph 1 above, include any and all claims, demands, actions, causes of action, rights, remedies, debts, liabilities, obligations and defenses of every kind, nature and description whatsoever, whether now known or unknown, by reason of any matter, cause or thing done or omitted to be done which Henagan now has, owns, or holds, or has at any time heretofore had, owned, or held against Defendants arising out of any of the facts referenced in the "LITIGATION" whether or not that claim or right has been plead in the above captioned matter or any other claim or cause of action that Henagan may have had or presently has up until the date of this Agreement is signed, whether based in tort or contract or any other possible recognized cause of action so that upon execution of this Agreement, Henagan shall have no further claims or causes of action or right of action against Defendants.

Henagan hereby acknowledges that he is aware that he or his attorney may hereafter discover facts different from or in addition to those which he or his attorney now know or believe to be true with respect to the claims, actions, causes of action, rights, remedies, debts, demands, liabilities, obligations, and defenses of every kind herein released, and agree that this instrument shall be and remain in effect as a full and complete release, notwithstanding the discovery or existence of any such different or additional facts including but not limited to any arising from any action by Defendants that are described in the LITIGATION or any action/inaction up to the date of this Agreement.

Henagan hereby states his intent that the scope of the release includes claims that he may not know to exist or suspect to exist, and that if known to him would have materially affected the settlement. Henagan hereby waives any and all statutory and other laws and rules that in any way limit the release of unknown claims provided such unknown claims arise from conduct prior to the date of this Agreement.

3. Defense, indemnity and hold harmless.

To the extent that any insurance plan, Medicare, or Medicaid seeks to assert a claim associated

with this litigation and/or the payment of the settlement monies to Henagan, then Henagan agrees to defend and indemnify Defendants from any and all claims, demands, suits, liens, or other causes or rights of action asserted by the Centers for Medicare and Medicaid Services (CMS) or the Louisiana Department of Health & Hospitals or any other agency of the United States of America or Louisiana relating to past, present or future medical services provided, or to be provided to, Henagan. Said claims, demands, suits, liens, or other causes or rights of action include, but are not limited to an action to recover or recoup Medicare benefits paid or a loss of Medicare benefits, if CMS determines that the money set aside was inadequate or spent inappropriately, or for any recovery sought by Medicare including past, present and future liens.

Henagan further declares and warrants that he has not entered into any contract of employment with any attorneys other than the undersigned attorneys concerning this accident, injury, or occurrence herein involved, and Henagan further agrees to defend, hold harmless, and indemnify the Parties released herein from any claims, damages, costs, or attorneys' fees resulting from any claims presented by any attorney arising out of any contract, agreement, or contact with attorneys other than the undersigned in connection with this matter. Henagan agrees that he will satisfy all attorney fees/claims/liens that may be asserted pursuant to any contract of employment he has entered with any attorney/law firm.

4. Scope of Release - claims known or unknown.

Henagan represents, covenants and warrant that he is not aware of any claim that he or any other person or entity has, in any capacity, against the Defendants that is not released as part of this Agreement, and if any such claim exists, then Henagan intends to and does hereby release all such claims and causes of action.

5. Payment/obligations of each party.

LCG will pay to Henagan \$42,500.00 ("Settlement Payment"). In return, Henagan will execute this Agreement and Exhibit A, and dismiss the LITIGATION with prejudice.

6. Dismissal of the Lawsuit.

Within seven (7) days of the exchange of fully executed copies of this Agreement and Henagan's counsel's receipt of the Settlement Payment, counsel for Henagan shall execute the Agreed Motion to Dismiss/Judgment of Dismissal (**Exhibit "A"**), dismissing all Claims that Henagan has asserted against Defendants in the LITIGATION with prejudice.

7. No Admission of Liability.

All Parties to this Agreement agree that the agreements contained herein and the consideration given are to compromise and settle disputed claims, avoid litigation, and that no payment made nor releases or other consideration given shall constitute an admission of liability, all liability being expressly denied. In addition, the agreements contained herein are in no way an admission of disputed facts.

8. Authority & Competence.

Each Party represents and warrants that this Agreement has been duly authorized, executed, and delivered by it, and that this Agreement represents a legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms. Each individual signing this Agreement in a representative capacity represents, warrants, and covenants that he or she is authorized by his or her principal to execute this Agreement on behalf of that principal. The execution of this Agreement by Henagan is by one with the authority and approval of all persons/entities as contained in any document outlining the duties of that person and with the absolute and full approval of Henagan.

9. Comprehension of Document No Reliance.

EACH PARTY TO THIS AGREEMENT EXPRESSLY ACKNOWLEDGES, WARRANTS, AND REPRESENTS THAT IT/HE HAS HAD AN OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL AND OTHER ADVISORS REGARDING ALL LEGAL, TAX, AND OTHER EFFECTS OF THIS AGREEMENT. **EACH PARTY REPRESENTS THAT IT/HE IS RELYING SOLELY ON ITS/HIS OWN BEST JUDGMENT AND IS NOT RELYING ON ANY REPRESENTATION OR STATEMENT, EXPRESS OR IMPLIED, BY ANY OTHER PARTY TO THIS AGREEMENT, OR ANY AGENT, EMPLOYEE, ATTORNEY, OR OTHER REPRESENTATIVE OF ANY OTHER PARTY TO THIS AGREEMENT, UNLESS SUCH REPRESENTATION OR STATEMENT IS EXPRESSED IN WRITING IN THIS AGREEMENT. HENAGAN ACKNOWLEDGES THAT DEFENDANTS DO NOT OWE A FIDUCIARY DUTY TO HIM AND HE IS RELYING SOLELY UPON HIS OWN COUNSEL FOR ALL ADVICE PERTAINING TO THE "LITIGATION" AND ANY DECISION TO SETTLE THIS CASE AS WELL AS THE PROPRIETY OF SIGNING THIS AGREEMENT.**

10. No Oral Agreements.

This Agreement represents the complete and final agreement between the Parties hereto with respect to the subject matter contained herein and supersedes completely any prior agreement between them. This Agreement may not be contradicted by evidence of any prior, contemporaneous, or subsequent oral agreements between the Parties. There are no contemporaneous oral agreements between or among the Parties to this Agreement that modify, alter or effect the terms of this Agreement.

11. Governing Law, Venue and Dispute Resolution.

This Agreement shall be construed and interpreted in accordance with the laws of the State of Louisiana without regard to any choice of law principles. Venue for any suit to enforce this Agreement shall only be in Lafayette Parish, Louisiana.

12. Multiple Copies.

All Parties agree that this Agreement may be executed in multiple counterparts, identically worded, and that each such counterpart shall constitute a single agreement of the Parties. The date of the Agreement shall be the date when the Agreement is signed by the last signatory to this Agreement.

13. Interpretation.

This Agreement has been negotiated at arm's length and between and among persons sophisticated and knowledgeable in the matters addressed in this Agreement. In addition, this Agreement was drafted jointly by experienced and knowledgeable legal counsel for the Parties hereto. Accordingly, none of the Parties hereto shall be presumptively entitled to have any provisions of the Agreement construed against any of the other Parties hereto in accordance with any rule of law, legal decision, or doctrine, such as the doctrine of *contra proferentem*, that would require interpretation of any ambiguities in this Agreement against the party that has drafted it. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purposes of the Parties hereto and this Agreement as expressly stated herein. All Parties hereto mutually agree that this Agreement shall be construed without regard to which Party drafted it, and it shall be interpreted as if all Parties hereto participated equally in drafting the Agreement.

15. Severability.

Whenever possible, each provision of this Agreement will be interpreted so as to be effective and valid under applicable law. In the event that either of Paragraphs 1 through 4 is found unenforceable, or enforceable only in a manner inconsistent with the intent stated in those Paragraphs, then the failure of those paragraphs shall constitute a failure of consideration for this Agreement, and all money paid under this Agreement shall be returned to Defendants.

16. Attorney's Fees and Costs.

All Parties hereto agree that each party will bear its own costs and attorneys' fees related in any manner to these disputes, the LITIGATION and this Agreement.

17. Headings.

The headings and titles are inserted only for convenience and shall not be deemed part of the Agreement or be taken into consideration in the interpretation or construction of this Agreement.

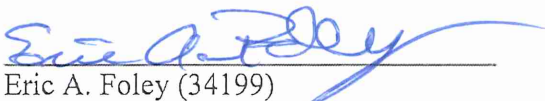
THUS DONE AND SIGNED in LaFayette, Louisiana, in duplicate originals, on the 22nd day of December, 2022, after due reading of the whole.



GEORGE K. HENAGAN

APPROVED BY:

RODERICK & SOLANGE MACARTHUR
JUSTICE CENTER



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New Orleans, LA 70119
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And

MILLS & AMOND LLP



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Fax: 504.383.0332
amills@millsamond.com
kamond@millsamond.com

COUNSEL FOR PLAINTIFF

THUS DONE AND SIGNED in _____, Louisiana, in duplicate
originals, on the _____ day of _____, 2022, after due reading of the
whole.

MICHAEL O. ADLEY

GEORGE K. HENAGAN

APPROVED BY:

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kamond@millsamond.com

COUNSEL FOR PLAINTIFF


THUS DONE AND SIGNED in Calatayudh, Louisiana, in duplicate
originals, on the 22 day of December, 2022, after due reading of the
whole.



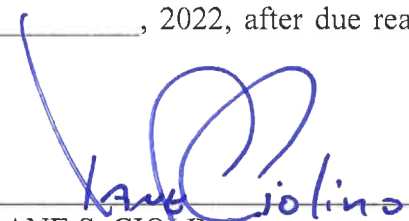
MICHAEL O. ADLEY

as attorney for and on behalf of
LAFAYETTE CITY-PARISH
CONSOLIDATED GOVERNMENT and
JOSHUA S. GUILLORY

THUS DONE AND SIGNED in Lafayette, Louisiana, in duplicate
originals, on the 21st day of December, 2022, after due reading of the
whole.


JOY C. RABALIAS
as attorney for and on behalf of
SCOTT MORGAN and JOSHUA MYERS

THUS DONE AND SIGNED in Metairie, Louisiana, in duplicate
originals, on the 21st day of December, 2022, after due reading of the
whole.


DANE S. CIOLINO
as attorney for and on behalf of
GREGORY J. LOGAN