

## RELEASE AND SETTLEMENT AGREEMENT

THIS RELEASE AND SETTLEMENT AGREEMENT ("Release") is made and entered into by and between Lakisha Briggs ("Plaintiff), and the Municipality of Norristown, ("Releasee"), Defendant.

WHEREAS, the Plaintiff has presented various claims against the Defendant and various employees and officials of the Defendant arising out of an incident or series of incidents occurring in 2012 which are more fully described in Plaintiff's Second Amended Complaint which was filed in the United States District Court for Eastern District of Pennsylvania at Civil Action No. 13-cv-02191 ("the Lawsuit"), and

WHEREAS, Plaintiff alleged that she sustained bodily harm and suffered a deprivation of her constitutional rights as set forth more fully in the Second Amended Complaint; and

WHEREAS, Defendants deny these allegations and contend that Plaintiff suffered no harm and no violation of her constitutional rights based on the allegations set forth therein; and

WHEREAS, the Plaintiff and the Defendant Releasee desire to settle the matters raised in the lawsuit, together with any and all other matters pertaining to the parties named herein and the above noted incident or incidents, that might have been raised, that could be raised, that could have been raised, or that might be raised in the future concerning the actions of Defendants through the date of the execution of this Release, and

WHEREAS, Plaintiff agrees that the Court may enter an Order dismissing, with prejudice, the individual Defendants named in the aforesaid Lawsuit, being, David R. Forrest, Russell J. Bono, Willie G. Richet, Joseph E. Januzelli and Crandall O. Jones.

NOW THEREFORE, with the foregoing background being incorporated herein by reference, and made part hereof, Plaintiff, and her attorneys, for and in consideration of the total sum and sole consideration of **Four Hundred and Ninety-Five Thousand Dollars (\$495,000.00)**, which shall be payable to Lakisha Briggs and her attorneys, Pepper Hamilton LLP as set forth more fully herein, receipt of which is hereby acknowledged, do hereby remise, release, and forever discharge, and by these presents, do for themselves, their successors, administrators, assigns, heirs and executors, remise, release, and forever discharge the Defendants and Releasee and its respective past, present, and future officials, officers, directors, stockholders, attorneys, agents, servants, representatives, employees, predecessors, and successors in interest and assigns, of and from any and all claims, demands, obligations, actions, causes of action, rights, damages, costs, expenses, and compensation of any nature whatsoever, whether based on a tort, contract or other theory of recovery, and whether for compensatory or punitive damages, which the Plaintiff may now have on account of the facts asserted in the Lawsuit (and all related pleadings), or which the Plaintiff may hereafter accrue or otherwise acquire on account of the facts asserted in the Lawsuit (and all related pleadings), including, without limitation, any and all known or unknown claims for bodily and personal injuries to Plaintiff, and the consequences thereof, which have resulted or may result from the alleged

negligent or intentional acts or omissions, of the Releasee, Defendants or their agents, employees and officials related to the subject of the Lawsuit. This Release, on the part of the Plaintiff, shall be a fully binding and complete settlement between the Plaintiff, the Defendants and Releasee and all parties represented by or claiming through the Plaintiff save only the executory provisions of this Release and Settlement Agreement.

1. Payments and Settlement Funds

In consideration of the release set forth above, the Insurer on behalf of the Defendants and Releasee, Municipality of Norristown, agrees to pay the payees identified above within fourteen (14) days of the execution of this agreement by all parties and counsel and said settlement check shall be sent by overnight mail to Timothy Stephen Jenkins at Pepper Hamilton LLP.

From the settlement fund identified above, Pepper Hamilton LLP shall distribute to Ms. Briggs \$250,000 representing damages flowing from personal physical injuries under the Internal Revenue Code § 104(a)(2). The balance of the settlement fund shall constitute attorneys' fees and costs which shall be distributed in accordance with any agreement regarding fee sharing between Pepper Hamilton LLP and the ACLU.

Beyond the payment described in the preceding paragraphs, the parties do not bear any other responsibility for attorneys' fees and costs arising from their actions or the actions of their own counsel in connection with the Lawsuit identified above, this Release and Settlement Agreement, and the matters and documents referred to herein and all related matters.

The Plaintiff hereby acknowledges and agrees that the Release set forth hereinabove is a General Release, and she further expressly waives and assumes the risk of any and all claims for damages which exist as of this date, but which the Plaintiff does not know of or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect her decision to enter into this Release and Settlement Agreement. The Plaintiff further agrees she has accepted payment of the sums specified herein as a complete compromise of matters involving disputed issues of law and fact, and she fully assumes the risk that the facts or the law may be otherwise than Plaintiff believes.

The Plaintiff agrees and acknowledges that she accepts payment of the sums specified in this Release and Settlement Agreement as a full and complete compromise of matters involving disputed issues. It is further acknowledged that payment of the sums by the Defendants and Releasee and the negotiations for this settlement (including all statements, admissions or communications) by the Defendants and Releasee, or their attorneys or representatives are made solely for purposes of avoiding the excessive cost of litigation of this matter only and that the Defendants and Releasee do not in any way admit any liability to the Plaintiff by entering into this Agreement to settle this matter. In fact, the Defendants and Releasee expressly deny any and all liability whatsoever in this matter.

The Plaintiff represents and warrants that no other person or entity other than her legal counsel has or has had any interest in the claims, demands, obligations, or causes of action referred to in this Release and Settlement Agreement; that she and they have the sole and

exclusive right to receive the sums specified in it; and, that she has not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Release and Settlement Agreement.

Plaintiff agrees to indemnify and hold harmless the Defendants and Releasee from, and to satisfy in full, any and all claims or liens presently existing or that might exist in the future against the Plaintiff on the settlement fund herein by any person, entity, or corporation. Plaintiff's agreement to indemnify and hold harmless Defendants and Releasee includes any claim, demand or suit made in connection with any medical lien including any lien by Medicare or any healthcare provider.

Plaintiff has represented and Defendants have relied upon Plaintiff's representation that there are no Medicare and social security liens against the proceeds of this settlement. To the extent that there is any Medicaid lien or any other medical lien from any healthcare provider, Plaintiff will satisfy such lien and indemnify and hold harmless Defendant Releasee from any claims, demands, or suits seeking payment in satisfaction of such lien.

**2. Repeal of §245-3 of the General Laws of Norristown**

The Municipality of Norristown represents and warrants that it has repealed §245-3 of the General Laws of Norristown by Ordinance No. 14-09 of 2014 which was adopted on August 6<sup>th</sup>, 2014, a copy of which is attached hereto and marked Exhibit 1.

**3. Publication of Repeal of §245-3**

The Municipality of Norristown will publish Notice of Repeal of §245-3 in the Times Herald, a newspaper of general circulation in the County of Montgomery, Pennsylvania, and shall change its website pages on code enforcement (at <http://norristown.org/code-enforcement>) and for tenants (at <http://norristown.org/userfiles/file/TenantInformationGuide.pdf> and <http://norristown.org/userfiles/file/tigspanish.pdf>) to add an affirmative statement that the three-strikes ordinance (Section 245-3 of the General Laws of Norristown) has been repealed and no longer applies, and shall maintain such notice on the webpages for a period of one (1) year from the date the statement first appears.

**4. Subsequent Ordinances**

The Municipality of Norristown agrees that it will not adopt an ordinance that penalizes a resident, tenant or landlord as a result of requests for police or emergency assistance made by or on behalf of a victim of abuse as defined in 23 Pa.C.S. § 6102 (relating to definitions), a victim of a crime pursuant to 18 Pa.C.S. (relating to crimes and offenses), or an individual in an emergency pursuant to 35 Pa.C.S. § 8103 (relating to definitions).

The Municipality of Norristown agrees that in the future if its legislative body seeks to enact an ordinance that regulates the subject matter at issue (a) in Ordinance No. 12-15 of 2012 as it relates to Section 245-3, attached hereto as Exhibit 2 and incorporated herein by reference as if set forth herein at length, or (b) in Plaintiff's Second Amended Complaint, attached hereto as Exhibit 3 and incorporated herein by reference as if set forth herein at length, that it will provide notice to the Executive Director of the American Civil Liberties Union of

Pennsylvania, currently at P.O. Box 40008, Philadelphia, PA 19106, at least thirty (30) days prior to the enactment of any such ordinance.

**5. Submission of Requested Orders to the Court**

The parties shall submit a stipulation executed by one or more counsel on behalf of the parties dismissing the individual Defendants identified above and, further, requesting that the Court enter an order retaining jurisdiction over the settlement for three (3) years and dismissing this lawsuit pursuant to Local Rule 41.1 (b).

**6. Authorization**

The persons executing this Release and Settlement Agreement hereby represent and warrant that they have full right, power and authority to sign this settlement agreement. Ms. Briggs and the Municipality of Norristown further represent and warrant that they have the capacity to enter into this Release and Settlement Agreement.

**7. Advice of Counsel**

This Release and Settlement Agreement has resulted from negotiation by the parties represented by counsel, and in the event of ambiguity or otherwise, it shall not be construed against or in favor of any party on the grounds that counsel for such party was the draftsman of this Release and Settlement Agreement or any particular part of it. Each party represents and warrants that the terms of this Release and Settlement Agreement have been completely read by her or it and that the terms set forth herein are fully understood and voluntarily accepted by her or it. Both parties further represent that they have relied upon the legal advice of their respective attorneys, who are the attorneys of their own choice and that the terms of the this Release and Settlement Agreement have been completely read and explained to them by one or more of their attorneys and that they fully understand and voluntarily accept this Release and Settlement Agreement.

**8. Entire Agreement**

This Release and Settlement Agreement embodies the entire agreement between the parties with regard to the matters set forth herein and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors, and assigns of each. There are no other understandings or agreements, oral or otherwise in relation thereto, between the Plaintiff and the Defendant Releasee.

**9. Modification**

This Release and Settlement Agreement may not be modified except by a writing executed by each party.

**10. Governing Law and Jurisdiction**

The terms of this Release and Settlement Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

**11. Dismissal of this Action**

Upon the execution of this Release and Settlement Agreement by both parties, counsel for the parties will submit a stipulation to the Court seeking the dismissal of the individual Defendants and the entry of an order retaining jurisdiction over the settlement for three (3) years and dismissing this lawsuit pursuant to Local Rule 41.1 (b) as described in paragraph 5 of this Release.

If the Court approves the aforesaid stipulation and agrees to enter the aforesaid order retaining jurisdiction and dismissing the lawsuit, the Court's approval of the aforesaid stipulation and entry of the aforesaid order will constitute the dismissal of the action. If the Court does not agree to enter the aforesaid order, the parties will file a stipulation of dismissal within three (3) days after the Court advises the parties that it does not so agree to retain jurisdiction, and the filing of that stipulation will constitute the dismissal of this action.

**12. Counterparts**

This Release and Settlement Agreement may be executed in two or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures and signatures in PDF format transmitted by email shall be deemed originals.

**13. Headings**

The headings to various clauses of this Settlement Agreement have been inserted for convenience only and shall not be used to interpret or construe the meaning of the terms and provisions hereof.

**14. Survival**

All representations, warranties, covenants and agreements made herein shall be continuing, shall be considered to have been relied upon by the parties and shall survive the execution, delivery and performance of this Settlement Agreement.

**15. Successors and Assigns**

The rights and obligations set forth in this Settlement Agreement shall be binding on the parties and their successors and assigns.

**16. Severability**

If any provision of this Release and Settlement Agreement or the application thereof is adjudicated to be void, invalid or unenforceable, such action shall not make the entire Settlement Agreement void, but rather only such provision. All remaining provisions shall remain in full force and effect.

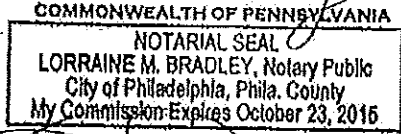
IN WITNESS WHEREAS, the parties hereto have executed this Release and Settlement Agreement.

CAUTION: READ BEFORE SIGNING. THIS IS A RELEASE.

Lakisha Briggs Date 09-08-2014  
Lakisha Briggs, Plaintiff

Sworn to and subscribed before me this 8<sup>th</sup> day of September, 2014.

Lorraine M. Bradley  
Notary Public



Crandall O. Jones Date 9/18/14  
Crandall O. Jones  
Norristown Municipal Administrator

*Crandall O. Jones, Norristown Municipal Administrator, is expressly authorized by Norristown and the other individual Defendants to enter into this Settlement Agreement on their behalves. Crandall O. Jones' signature shall constitute acceptance of the terms of this Settlement Agreement by all Defendants.*

Sworn to and subscribed before me this 18<sup>th</sup> day of September, 2014.

Sandra Felice Grubb  
Notary Public

