

1 (ii) Consideration paid by the City is adequate and sufficient, and acceptance of the monies
2 are an express, irrevocable, acknowledgement of this fact; and,

3 (iii) The Settlement Agreement unconditionally releases, acquits, remises, and forever
4 discharges the City and Lieutenant Gunn from any and all rights, promises, obligations,
5 liens, claims, demands, liabilities, causes of action of whatever kind and character, in
6 law or in equity, in contract, tort or other, both known and unknown, disclosed and
7 undisclosed, actual and consequential, specific and general, including, but not limited
8 to, those arising out of or in any way connected with the events and incidents that are
9 the subject of the Hartsfield Litigation, have been the subject of this litigation, or could
10 have been the subject of this litigation; and.

11 (iv) The City, nor Lieutenant Gunn, by virtue of this Agreement, and the Plaintiff by the
12 acceptance of this Agreement and the consideration set forth above, understands that
13 nothing in the Hartsfield Settlement Agreement is an admission of liability, and that
14 the Settlement Agreement is entered for the sole purpose of settlement and
15 compromise; and,

16 (v) The Plaintiff in the Harstfield Litigation express waives any claim to seek, or to claim,
17 Attorney's Fees against the City, or against Lieutenant Gunn; and,

18 (vi) The terms of the Settlement Agreement are contractual in nature.

19 (c) All terms of the Settlement Agreement, in substantially the format attached as Exhibit A to this
20 resolution, shall be in full force and effect whether referenced in the body of this resolution or
21 not.

22 **Section 2.** The funds for the City's portion of this Settlement shall be charged to AU 101002-62010.

23 **Section 3. Severability.** In the event any title, section, paragraph, item, sentence, clause, phrase, or
24 word of this resolution is declared or adjudged to be invalid or unconstitutional, such declaration or
25 adjudication shall not affect the remaining portions of the resolution which shall remain in full force and
26 effect as if the portion so declared or adjudged invalid or unconstitutional were not originally a part of the
27 resolution.

28 **Section 5. Repealer.** All laws, ordinances, resolutions, or parts of the same, that are inconsistent with
29 the provisions of this resolution, are hereby repealed to the extent of such inconsistency including, but not
30 limited to, Little Rock, Ark., Resolution No. 15,390 (October 6, 2020).

31 **ADOPTED: December 21, 2021**

32 **ATTEST:**

APPROVED

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34 _____
35 **Susan Langley, City Clerk**

_____ **Frank Scott, Jr., Mayor**

1 **APPROVED AS TO LEGAL FORM:**

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4 **Thomas M. Carpenter, City Attorney**

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1 **Exhibit A**

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3 **GENERAL RELEASE OF ALL CLAIMS AND SETTLEMENT AGREEMENT RECITALS:**

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5 1. The Parties being released hereunder, City of Little Rock, Arkansas, and Brittany Gunn and each
6 of their servants, attorneys, principals, agents, employees, Deputies, Officers, representatives, Elected or
7 Appointed Officials, insurers, self-insurers, Risk Management Funds, predecessors, successors, assigns,
8 affiliates, Divisions, Branches, Departments, and/or any entity acting directly or indirectly in the interest of
9 and/or acting with or on behalf of any of them personally, officially or in any capacity whatsoever, shall
10 hereinafter be referred to, jointly and individually as “Released Party.”

11 2. The parties executing this Release, Lauren Hartsfield, individually, as Personal Representative of
12 the Estate of James Hartsfield, and as a beneficiary under the Arkansas Wrongful Death Statute and Natasha
13 Hamilton, individually and as a beneficiary under the Arkansas Wrongful Death Statute, and their
14 respective heirs, successors, assigns, executors, administrators, agents, or representatives of any kind, shall
15 hereinafter be referred to, jointly and individually, separately and collectively, as “Releasing Party.”

16 3. This General Release and Settlement Agreement is between the Released Party and the Releasing
17 Party, and is hereinafter referred to as the “Release,” or the “Agreement.” The release and consideration
18 therefore is a complete and full settlement of the disputed claims brought by the Releasing Party in the case
19 styled 4:19-CV-341 in the Central Division of the Eastern District of Arkansas.

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

22 5. As consideration for the Release, the Released Party provides the Releasing Party the total and final
23 sum of Eighty-Five Thousand Dollars (\$85,000.00), which includes any and all alleged damages of
24 Releasing Party.

25 6. In exchange for the above consideration, the receipt, sufficiency and adequacy of which is hereby
26 expressly acknowledged, Releasing Party does hereby irrevocably and unconditionally release, acquit,
27 remise, and forever discharge Released Party from any and all rights, promises, obligations, liens, claims,
28 demands, liabilities, actions and causes of actions of whatever kind and character, in law or equity, in
29 contract, tort or other, both known and unknown, disclosed and undisclosed, actual and consequential,
30 specific and general, however, denominated, including but not limited to those arising out of or in any way
31 connected with the events and incidents that are the subject of, have been the subject of, or could have been
32 the subject of ***Lauren Hartsfield, as Personal Representative of the Estate of James Hartsfield, deceased***
33 ***v. Brittany Gunn, individually City of Little Rock, a Municipality, and Local Union, LLC A Limited***
34 ***Liability Corporation 4:19-cv-341-JM***, for any past, present, or future claim, relief or cause of action, no
35 matter how denominated, income from any source, declaratory or injunctive relief, compensatory,

1 liquidated or punitive damages, wages, money remuneration, or thing of value whatsoever, by the Releasing
2 Party against the Released Party, including, without limitation any allegations, causes of action, claims
3 and/or matters caused by arising out of, related to or in any way connected with the employment, associa-
4 tion, affiliation, agency or contact of whatever character or nature of Releasing Party with Released Party,
5 and/or arising under, relating to or covered by any Federal, State or Local Ordinance, Law, Statute, Act,
6 custom, usage, rule, or regulation and including without limitation, any claim or cause of actions which
7 was, or could have been stated in *Lauren Hartsfield, as Personal Representative of the Estate of James*
8 *Hartsfield, deceased v. Brittany Gunn, individually City of Little Rock, a Municipality, and Local Union,*
9 *LLC A Limited Liability Corporation 4:19-cv-341-JM.*

10 7. It is the express intent of the Releasing Party to enter into this full and final agreement in lieu of
11 engaging the Released Party in litigation. This Agreement is a full and final compromise of any and all
12 claims against Released Party, whatsoever, arising out of events occurring up to and including the date of
13 execution of this Release.

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

17 9. The Releasing Party stipulates and agrees not to initiate, join in, continue and/or institute any legal
18 proceedings or process based on the within described claims or causes of action before any administrative,
19 judicial, or any other forum against the Released party, whatsoever.

20 10. Releasing Party further agrees that they will not file nor permit to be filed on their behalf, any claim,
21 charge, or cause of action, and will not seek relief as a member of any potential or existing class or
22 representative action seeking relief for any matter raised herein or in *Lauren Hartsfield, as Personal*
23 *Representative of the Estate of James Hartsfield, deceased v. Brittany Gunn, individually City of Little*
24 *Rock, a Municipality, and Local Union, LLC A Limited Liability Corporation 4:19-cv-341-JM*, and/or
25 will not counsel, participate, advance, or assist in the prosecution of such claims charge or cause of action
26 against Released Party for any claim or cause of action raised herein, unless ordered to do so by a Court of
27 competent jurisdiction.

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

34 12. This Agreement is not an admission by the Released Party of any unlawful acts against Releasing
35 Party or any other person whatsoever. Released Party specifically denies any violation of any Act, Statute

1 or law whatsoever. Released Party denies and disclaims any liability to Releasing Party or any other person
2 whatsoever.

3 13. Releasing Party warrants and represents: (1) that they are competent and entitled to give this
4 complete release and discharge; (2) there are no prior assignments or transfers of any portion of or interest
5 in any of their claims or causes of action; (3) there are no liens or claims of lien or assignments in law or
6 equity or otherwise of or against the claims or causes of action of the Releasing Party herein; and (4)
7 Releasing Party is fully aware of all facts and rights and applicable law with regard to his claims and/or
8 causes of action and has had the full opportunity to review and approve the content and execution of this
9 Agreement with their counsel.

10 14. The Releasing Party warrants that they waive their claim to Attorney's Fees against Released Party.

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

15 16. It is agreed and stipulated between the parties hereto that no applicable Federal and State Taxes
16 and F.I.C.A. Contributions have been withheld or paid from the Eighty-Five Thousand Dollars (\$85,000.00)
17 to be paid to Releasing Party and Releasing Party's attorney pursuant to the terms set forth in Paragraph 5
18 of this Agreement. The Parties shall each file all required Federal, State and Local Income Tax Returns
19 and related filings in a manner fully consistent with the provisions contained in this Agreement. Releasing
20 Party agrees to pay any additional taxes that may become due on the amount paid by the Released Party in
21 consideration for the foregoing Release, and to hold the Released Party harmless from any and all claims
22 for any taxes thereon.

23 17. This Agreement contains the entire agreement, understanding and stipulation of and between the
24 Parties hereto, none of whom admit allegations, defenses or other assertions of the other any and all
25 contemplated and un contemplated allegations and defenses are foreclosed by this agreement. This
26 Agreement fully and finally supersedes any and all prior negotiations, promises, agreements or understand-
27 ings between the Parties hereto pertaining to the subject matter hereof. The parties stipulate that each party
28 herein has had full possession of any and all facts with regard to the claims or rights of each other, and full
29 access to their respective counsel in order to make an informed judgment regarding all matters covered in
30 or contemplated by this agreement.

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

1 19. Upon receipt of the settlement payment, the Releasing Party shall take the necessary steps to obtain
2 an order from the court to dismiss with prejudice the complaint filed by the Released Party, in *Lauren*
3 *Hartsfield, as Personal Representative of the Estate of James Hartsfield, deceased v. Brittany Gunn,*
4 *individually City of Little Rock, a Municipality, and Local Union, LLC A Limited Liability Corporation*
5 *4:19-cv-341-JM*

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

9 WITNESS our signatures this ____ day of _____, 2021.

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