

## RELEASE OF CLAIMS

This Release of Claims (“Release”) is made and entered into by Minnie Cleveland, individually and as Personal Representative of the Estate of Lois Cleveland, (“Cleveland”). In return for the consideration described herein, Cleveland agrees to release all claims against the City of Selawik, Tommy Ballot, Sr., and Brent James Norton (“Defendants”). Cleveland and the Defendants are referred to herein collectively as the “Parties.”

1. Purpose. The purpose of this Release is to resolve any and all claims that were asserted, or could have been asserted, with respect to the facts giving rise to the lawsuit entitled *Minnie Cleveland, Individually, and as Personal Representative of the Estate of L.C. v. City of Selawik and Tommy Ballot vs. Brent James Norton*, Case No. 3:17-cv-00102-JWS, filed in the United States District Court for the District of Alaska (hereinafter “the Lawsuit”).

2. Settlement. Defendants will pay Cleveland the total amount of THREE HUNDRED THOUSAND DOLLARS (\$300,000), inclusive of all costs, attorneys’ fees, and interest in full and complete settlement and release of any and all claims that were asserted, or could have been asserted, in the Lawsuit.

Upon payment of the settlement proceeds, the Parties shall execute a stipulation for dismissal of the above-captioned Lawsuit with prejudice, with each party bearing their own costs and attorneys’ fees accrued therein.

3. Release. Cleveland, on behalf of herself and the Estate of Lois Cleveland, their successors, assigns, attorneys, insurers, reinsurers, agents, representatives, and anyone else claiming by, through, or under them, do, to the maximum extent permitted by law, hereby forever waive, release, and discharge the City of Selawik, Tommy Ballot, Sr., and Brent James Norton, and their assigns, attorneys, insurers, reinsurers, employees, agents, representatives, board members, partners, officers, directors, and anyone else claiming by, through, or under them (hereinafter the “Released Parties”) from any causes of action (whether sounding in tort, contract [express or implied], warranty [express or implied], statutory liability, strict liability, or otherwise), claims, costs, damages

(including without limitation economic, non-economic, general, special, incidental, punitive, or consequential), demands, expenses (including, but not limited to, attorneys' fees and costs of defense), fines, judgments, liabilities, liens, penalties, and remedies of any kind or nature whatsoever, whether now known, unknown, absolute, contingent, liquidated, un-liquidated, ripe, unripe, matured, un-matured, developed, undeveloped, or otherwise that in any way arise out of, result from, or are based upon the events giving rise to the Lawsuit. This Release is a full and complete settlement of all claims or causes of action which were brought, or could have been brought, in the Lawsuit known as *Minnie Cleveland, Individually, and as Personal Representative of the Estate of L.C. v. City of Selawik and Tommy Ballot vs Brent James Norton*, Case No. 3:17-cv-00102-JWS.

4. Entire Agreement. This Release is fully integrated, constitutes the entire agreement between the Parties with regard to its subject matter, and supersedes all prior communications, representations, and agreements, whether verbal or written, by and between the Parties with respect to its subject. This Release is a full and complete expression of all intentions of settlement by the Parties and they do not agree to make any payment or to take any action not expressly reflected in this Release.

5. Waiver of Case Law Protections. Cleveland acknowledge that that she has been informed of and is familiar with the decisions of the Alaska Supreme Court in the cases of *Young v. State*, 455 P.2d 889 (Alaska 1969), *Alaska Airlines v. Sweat*, 568 P.2d 916 (Alaska 1977), and *Witt v. Watkins*, 579 P.2d 1065 (Alaska 1978). Despite the holdings of these cases, Cleveland expressly waives the holdings as they may apply to the present case and states that it is her true intent and desire to fully release the claims released hereunder. It is the intention of Cleveland, and it is the purpose of this Release, to absolutely discharge liability for any and all claims released hereunder, whether or not specifically identified or described in this Release. Cleveland specifically understand and agree that she is entering into this Release to release the Released Parties fully, completely, and finally from any and all claims known or unknown or which may subsequently arise, develop, be discovered or accrue in connection with the events giving rise to the Lawsuit.

6. Medical Bills, Liens, and Other Potential Rights for Reimbursement. Cleveland shall be responsible for paying all past and future medical bills related to the incident and satisfying any and all liens.

7. No Representations. Cleveland warrants that she has had the opportunity to be advised by her own counsel in executing this Release. She has carefully reviewed the terms of this Release, and she understands its content. In entering into this Release, no party has relied upon statements or representations of another party or its lawyers except as set forth in this Release.

8. No Admission of Liability or Wrongdoing. The Parties agree that this Release and the giving of consideration therefor does not constitute an admission of liability, and is given in full settlement and compromise of disputed claims, present and future, known and unknown, solely for the purpose of terminating further controversy and settling disputed claims of disputed value. Defendants do not admit and expressly deny fault in the Lawsuit.

9. Dispute Resolution. Any disputes concerning the terms of this Release will be resolved by the mediator, Eric Sanders.

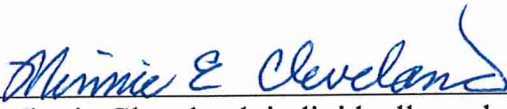
10. Voluntary Acceptance of Terms. Cleveland acknowledges that this Release is voluntarily accepted and that she is not executing this Release as a result of duress, financial disadvantage, or other hardship.

11. Binding on Successors and Assigns. This Release shall be binding upon and inure to the benefit of the Parties, their respective agents, representatives, attorneys, heirs, successors and assigns. The Release cannot be modified except by written agreement executed by the Parties. This Release shall be governed by the laws of the State of Alaska. Should any party be required to resort to legal action to enforce rights under this Release, it shall be entitled to an award of all reasonable costs incurred, including attorneys' fees, should it prevail.

12. Further Documents. The Parties agree to perform such further acts and to execute and deliver any and all further documents that may be reasonably necessary to effectuate the purpose of this Release.

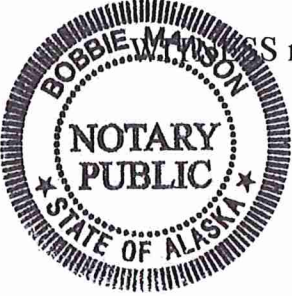
13. Facsimile / Scanned Signatures / Counterparts. This Release may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. A facsimile or scanned copy of any signature shall be deemed fully enforceable as an original.

Dated: February 7, 2018

  
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Minnie Cleveland, individually and as Personal  
Representative of the Estate of Lois Cleveland

STATE OF ALASKA                    )  
  ) ss.  
THIRD JUDICIAL DISTRICT        )

THIS IS TO CERTIFY that on this 7<sup>th</sup> day of February, 2018, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Minnie Cleveland, known to me and to me known to be the individual named in and who executed the foregoing document, and she acknowledged to me that she signed the same as her free and voluntary act for the uses and purposes therein set forth.



Witness my hand and notarial seal the day and year first written above.

Bobbie M. Wilson  
Notary Public in and for the State of Alaska  
My commission expires: 11/25/19

Approved as to form and content:  
Dated: Feb. 7, 2018

David Gross  
David Gross,  
Attorney for Minnie Cleveland and the Estate of  
Lois Cleveland