

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into between Clarice Leota Hardy, on behalf of herself, her heirs, estates, executors, administrators, representatives, and assigns (collectively, “Hardy”), the City of Nome, on behalf of itself, its officers, directors, employees, contractors, representatives, and others acting on its behalf (collectively, “City of Nome”), John Papasodora, on behalf of himself, his heirs, estates, executors, administrators, representatives, and assigns (collectively, “Papasodora”), and Nicholas Harvey, on behalf of himself, his heirs, estates, executors, administrators, representatives, and assigns (collectively, “Harvey”) (with the City of Nome, Papasodora, and Harvey being collectively referred to as “the City of Nome Parties”). Hardy and the City of Nome Parties, which comprise all the parties to this agreement as set forth above, are collectively referred to as the “Parties.”

WHEREAS, on February 20, 2020, Hardy filed a Complaint against the City of Nome Parties in Federal District Court for the District of Alaska (the “Lawsuit”), alleging, among other things, violations of her rights under 42 U.S.C. § 1983. The Lawsuit is currently pending as Case No. 2:20-cv-00001-HRH;

WHEREAS, as of the effective date of this Agreement, the Parties reached an agreement to settle all of Hardy’s claims against the City of Nome, Papasodora, and Harvey;

WHEREAS, the Parties have agreed to the following settlement terms and conditions, which fully and forever resolve, settle, compromise, and end, to the maximum extent permitted by law, any and all claims and/or counterclaims that actually were raised in the Lawsuit, that could have been raised in the Lawsuit, and any other claims between, among, or related in any way to the Lawsuit or any of the Parties as set forth herein, whether currently known or unknown, that arose or may have arisen out of any event or occurrence prior to the date of this Agreement;

WHEREAS, the Parties intend the following to constitute the entire Agreement between them;

WHEREAS, the Parties realize the uncertainty, expense and time-consuming nature of litigation and desire to enter into a compromise agreement concerning all claims that were or could have been asserted in the Lawsuit; and

NOW, THEREFORE, in consideration of the mutual obligations herein made and undertaken and the consideration specified herein, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree and promise to do the following:

1. Full Release and Resolution of Dispute.

1.1 Release by Hardy. In consideration of the payment by the AMLJIA on behalf the City of Nome as set forth in Paragraph 3 below, the public statement by the City of Nome as set forth in paragraph 2, and the other terms and consideration provided herein, Hardy voluntarily, knowingly and willingly hereby irrevocably and unconditionally releases each of the City of Nome Parties, including its current and past supervisors, managers, agents, employees, officers, any insurers and liability carriers and representatives acting within the scope of their responsibilities, from any claims, demands, liabilities, actions and causes of action whatsoever, or every kind and nature, whether arising out of contract, tort, statute, common law or otherwise, in law or in equity, including all claims for compensatory, special, liquidated and punitive damages, penalties, costs, expenses and attorneys' fees, and other types of loss or losses, whether presently known or unknown, fixed or contingent, matured or un-matured, suspected or unsuspected arising or alleged to have arisen or which are in any way connected with Hardy and as set forth in the Lawsuit, and any and all other matters by and between the Parties through the date this Agreement is fully signed and executed by the Parties.

1.2 Dismissal of Lawsuit. The Parties agree to file a joint stipulated notice of dismissal of all claims in the Lawsuit, with prejudice, with each side to bear its own fees and costs, within seven days of execution of this Agreement by all Parties.

2. Public Statement by the City of Nome. The City of Nome agrees to issue a public statement to Hardy upon execution of this Agreement. This statement will read:

“The Mayor and Common Council wish to apologize to Clarice “Bun” Hardy for the fact that the Nome Police Department (“NPD”) in 2017 and 2018 failed to adequately and properly investigate her complaint of sexual assault. The City is aware that the NPD’s failure to respond, as it should have, caused Ms. Hardy to suffer unnecessarily, and we are deeply sorry. We hope that today’s settlement provides Ms. Hardy with some measure of comfort and resources to help her regain her strength. The Mayor and Common Council of Nome have instituted measures and are actively monitoring the NPD to make sure that what happened to Ms. Hardy may never happen again.”

3. Payment to Hardy. In exchange for dismissal of the Lawsuit with prejudice, and to compensate Hardy for her post-traumatic stress disorder injuries alleged in her Complaint, the AMLJIA, on behalf of the City of Nome, shall pay Hardy a one-time payment of \$750,000.00, inclusive of all allowable interest, all recoverable costs, and all recoverable attorney’s fees. This payment shall be made to Hardy, through her counsel, within seven days of her execution of this Agreement. No further payment shall be made by the City of Nome, the AMLJIA, Harvey, and/or Papasodora to Hardy.

4. Taxes and Other Obligations. If any taxes and other obligations are owed as a result of the payment described in paragraph 3 above, Hardy agrees to be solely responsible for any and all such taxes.

5. No Admission of Liability. Execution and performance of this Agreement has been undertaken as a compromise of disputed claims and is not in any manner to

be construed as an admission of liability on the part of any party, including any admission to any of the allegations made by any party, or that any party has acted wrongfully in any manner or fashion whatsoever, or that any party has any rights whatsoever against the other.

6. Beneficiaries and Assignability. This Agreement is binding on, and shall inure to the benefit of, the Parties, their heirs, representatives, transferees, principals, estates, executors, administrators, agents, directors, officers, directors, and employees.

7. Integration, Modifications. This Agreement constitutes the complete agreement between, and contains all of the promises and undertakings of, the Parties. All prior agreements, representations, negotiations, and understandings among the Parties, oral or written, express or implied, with respect to the subject matter of this Agreement, unless specifically incorporated into this Agreement by reference, are hereby superseded by this Agreement. This Agreement may not be revised or modified without the mutual written consent of the Parties.

8. Knowing/Voluntary Waiver. The Parties acknowledge and agree that they have had sufficient time to consider this Agreement and consult with legal counsel of their choosing concerning its meaning prior to entering into this Agreement. In entering into this Agreement, no Party has relied on any representations or warranties of any other Party, other than the representations or warranties expressly set forth in this Agreement.

9. Severability. The provisions of this Agreement are severable and if any part of it is found to be unlawful, unconscionable, or otherwise unenforceable by a court of competent jurisdiction, the other provision of this Agreement shall remain fully valid and enforceable to the maximum extent consistent with applicable law.

10. Counterparts. The Parties agree that this Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original Agreement.

11. Governing Law. This Agreement is made and entered into in the State of Alaska, and the laws of Alaska shall govern its validity and interpretation and the performance by the Parties of their respective duties and obligations pursuant to this Agreement.

12. No Duress, Coercion, Fraud or Undue Influence. The Parties have knowingly and voluntarily entered into this Agreement and accept the benefits described herein in exchange for the terms of this Agreement that inure to the benefit of the Released Parties, without duress, coercion, fraud, or undue influence.

13. Effective Date. This Agreement shall become effective upon execution by all Parties.

WHEREFORE, having fully read and understood the terms of this Agreement, the Parties sign their names below with the intention that they shall be bound by it.

FOR CLARICE LEOTA HARDY:



Clarice Leota Hardy

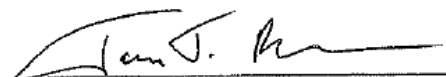
3-17-22
Date

FOR DEFENDANTS:



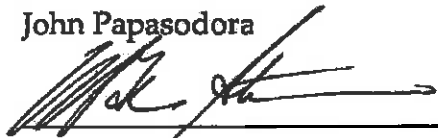
Nicholas Harvey

03-21-2022
Date



John Papasodora

3/18/22
Date



City of Nome
By:

3/18/22
Date