

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

I. RECITALS:

There is presently pending in the United States District Court for the District of Nevada that certain action styled RICHARD THOMPSON, a Nevada resident; and KEVIN BATTERSHELL, a California resident, plaintiffs, vs. KEVIN LAKE, a Nevada resident; ERIC MARCONATO, a Nevada resident; ANTHONY MARCONATO, a Nevada resident; JAMES ADHUNKO, a Nevada resident; CHRIS ROWE, a Nevada resident; WESLEY KELLER, a Nevada resident, and the CITY OF SPARKS, NEVADA, , Defendants, Case No. 3:11-cv-00644-LRH-RAM (hereinafter "the litigation").

It is the desire of all parties to finally resolve the litigation. To that end, they enter into the Settlement Agreement and Release of All Claims as follows:

II. Settlement Agreement and Release of All Claims

NOW, THEREFORE, in consideration of the payment of \$70,000.00 by Defendants to Plaintiffs<sup>1</sup>, the undersigned Plaintiffs agree as follows:

Plaintiffs, do hereby fully release and forever discharge Defendants, KEVIN LAKE, ERIC MARCONATO, ANTHONY MARCONATO, JAMES ADHUNKO, CHRIS ROWE, WESLEY KELLER, in both their official and individual capacities, and the CITY OF SPARKS, its agents, servants, employees and attorneys from all known and unknown past, present and future claims, actions and suits for damages, demands, losses or liabilities at law and in equity, filed or otherwise, including, but not limited to claims for personal injuries, pain and suffering, emotional distress, loss of consortium, loss or destruction of personal

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<sup>1</sup> Plaintiffs and their attorney have agreed to a lump sum payment of \$70,000.00 to be divided between them as they may agree. Defendants have no further liability or responsibility therefor beyond issuing a check made payable jointly to Plaintiffs and their attorney.

property, lost wages, business interruption, loss and diminishment of estate, costs and attorney's fees, without limitation to the foregoing, which each Plaintiff now has or could have been asserted or that they may hereafter acquire as a result of claims, actual or potential, which were or could have been asserted in the litigation.

IT IS ALSO UNDERSTOOD AND AGREED AND MADE A PART HEREOF:

That payment of the above-referenced sum is not, nor is it to be construed as an admission or acknowledgment of liability or responsibility whatsoever on the part of the Defendants which liability and/or responsibility is expressly denied. Rather, it is in compromise, settlement, accord and satisfaction and discharge of loss, damage, claims, actions, suits and liability which are uncertain, doubtful and disputed.

This Release expressly extends and applies to include all known as well as all unknown, unforeseen, unanticipated and unsuspected injuries, damages, loss and liability, and the consequences thereof, as well as to those now disclosed and known to exist.

Plaintiffs do hereby acknowledge and agree that as a further consideration and inducement of this compromise and settlement, that any and all liens or other third party claims made against the settlement proceeds shall be satisfied by the undersigned Plaintiffs from the settlement proceeds and that Defendants have no liability or responsibility therefor. Plaintiffs agree to indemnify and hold Defendants harmless with respect to any lien or other claim asserted by a third party against the settlement proceeds.

Plaintiffs do hereby specifically recognize and accept the risk of the possible existence of a presently unknown and unanticipated damage or loss resulting from the facts giving rise to the litigation, and which may be discovered after the execution of this Release and/or the possibility that a known damage may be or become more serious than now expected.

This Release is the entire, complete, sole and only understanding and agreement of, by and between Plaintiffs, their agents, servants, employees and attorneys and Defendants in both their official and individual capacities and the CITY OF SPARKS, its agents, servants, employees and attorneys, pertaining to the subject matter expressed herein, and there are no independent, collateral, different, or other

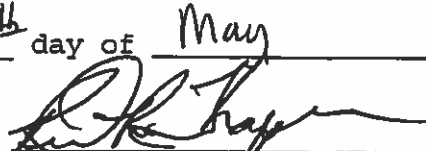
obligations to be performed, things to be done, or payments to be made; and, further, no promise, inducement or consideration other than payment of the above-referenced sum has been made or agreed upon.

**BY SIGNING THIS RELEASE PLAINTIFFS DO HEREBY ACKNOWLEDGE AND WARRANT:**

Plaintiffs do hereby acknowledge and understand that this is a compromise, settlement, release, accord and satisfaction as stated above and that said release is signed and executed by Plaintiffs without reliance on any statement or representation made by Defendants and/or their attorneys.

This Release contains the entire agreement by and between all of the parties mentioned herein, and that all of the terms and provisions of this Release are contractual and are not a mere recital; that each of the undersigned are of legal age, have capacity and are fully competent to sign and execute this Release and accept full responsibility therefor.

READ AND SIGNED this 2<sup>th</sup> day of May, 2015.

  
Richard Thompson

Kevin Battershell

CITY OF SPARKS

Geno Martini,  
Mayor of City of Sparks

APPROVED AS TO FORM AND CONTENT:

READ AND SIGNED this 1<sup>st</sup> day of June, 2015.

  
John D. Moore, Esq.

Attorney for Plaintiffs

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This Release contains the entire agreement by and between all of the parties mentioned herein, and that all of the terms and provisions of this Release are contractual and are not a mere recital; that each of the undersigned are of legal age, have capacity and are fully competent to sign and execute this Release and accept full responsibility therefor.

READ AND SIGNED this 29<sup>th</sup> day of MAY 2015,  
2015.

\_\_\_\_\_  
Richard Thompson

  
\_\_\_\_\_  
Kevin Battershell

CITY OF SPARKS

\_\_\_\_\_  
Geno Martini,  
Mayor of City of Sparks

APPROVED AS TO FORM AND CONTENT:

READ AND SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
John D. Moore, Esq.

Attorney for Plaintiffs

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

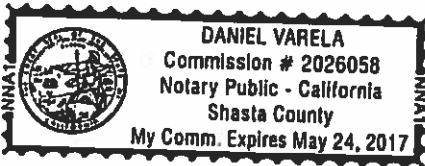
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of SHASTA )  
On 05-29-2015 before me, DANIEL VARELA, NOTARY PUBLIC,  
Date Here Insert Name and Title of the Officer  
personally appeared KEVIN BATTERSHELL  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

APPROVED AS TO FORM AND CONTENT:

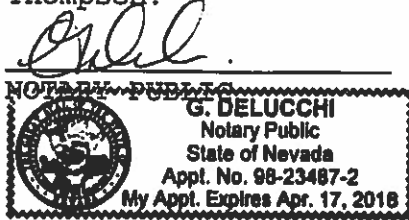
READ AND SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Stanley H. Brown, Jr., Esq.

Attorney for Defendants

STATE OF NEVADA )  
COUNTY OF Washoe ) ss.

This instrument was acknowledged before me on this 27<sup>th</sup>  
day of May, 2015, by Richard Thompson.



STATE OF CALIFORNIA )  
COUNTY OF \_\_\_\_\_ ) ss.

This instrument was acknowledged before me on this \_\_\_\_\_  
day of \_\_\_\_\_, 2015, by Kevin Battershell.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEVADA )  
COUNTY OF WASHOE ) ss.

This instrument was acknowledged before me on this 1<sup>st</sup>  
day of June, 2015, by John D. Moore, Esq.



STATE OF NEVADA )  
COUNTY OF \_\_\_\_\_ ) ss.

This instrument was acknowledged before me on this \_\_\_\_\_  
day of \_\_\_\_\_, 2015, by Geno Martini, Mayor of the  
City of Sparks.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEVADA        )  
                          ) ss.  
COUNTY OF WASHOE     )

This instrument was acknowledged before me on this \_\_\_\_  
day of \_\_\_\_\_, 2015, by Stanley H. Brown, Jr., Esq.

\_\_\_\_\_  
NOTARY PUBLIC