

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims is entered into between Ky Nichols (hereinafter "Nichols") and the City of Sparks (hereinafter "Sparks"), and is intended to forever settle and resolve the claims asserted by Nichols against the City of Sparks and the Sparks Police Department as defined in this agreement.

1. Release

FOR AND IN CONSIDERATION of payment to the undersigned Nichols, the receipt whereof is hereby acknowledged, the undersigned does hereby release, acquit and forever discharge Sparks, and each, every and all of its agents, servants, police employees, officers and administrators, representatives, successors, assigns and insurance carriers, of and from any and all actions, causes of action, claims, demands, costs, expenses, or without limitation to the foregoing, any and all claims or causes of action whatsoever existing in the undersigned, either directly or indirectly, on account of or in any way growing out of or connected with any and all known or unknown causes of action, claims, demands, damages, losses or liabilities of whatsoever character, and without limitation to the events surrounding and thereafter resulting from an encounter on or about January 3, 2010 at the Western Village Casino in Sparks, Nevada and thereafter relating thereto. The City of Sparks and each, every and all of its agents, servants, police employees, officers and administrators, representatives, successors, assigns and insurance carriers, are hereby forever and completely released, discharged and acquitted of and from any and all claims or causes of action held or claimed by the undersigned in any legal capacity whatsoever, or in any way arising or growing out of the premises as alleged and set forth in said encounter, all from the beginning of said incident until the date hereof.

2. **Settlement Terms**

a. Sparks shall immediately, upon Nichols executing this Settlement Agreement, make the following payments:

1. Twenty Four Thousand Nine Hundred Ninety Nine Dollars (\$24,999.00) to Nichols in consideration for the release of any and all claims he may have against Sparks as more fully set forth in paragraph 1, above; and,
2. Five Thousand One Dollar (\$5,001.00) to Gemma Greene Waldron, Esq. Attorney for Nichols, as and for complete compensation in this matter upon the formal approval of the Sparks City Council during its regularly scheduled meeting on January 9, 2012.

3. **General Provisions**

Should any party breach this Settlement Agreement and Release, and should the offended party sue for such breach and prevail in such action, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

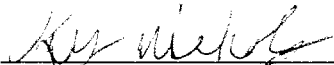
In making this release and agreement, it is understood and agreed that the undersigned specifically warrants and represents that in so doing, he has been fully advised and represented by legal counsel of his own selection, and is fully familiar with all of the circumstances surrounding said claim, and in executing this release, he does so relying wholly upon his own judgment and advice of counsel of his own independent selection, and that he has been in no way influenced whatsoever in making this release by any representation or statement whatsoever regarding the matters set forth herein, or any other matter made by a person, individual or corporation, or any agent, employee or servant thereof, who is hereby released, or by any persons representing any of them, or by any attorney representing any of them.

The undersigned expressly understands that the damages sustained may be permanent and progressive and that his avoidance of future damages is uncertain and indefinite, and that all of the damages and losses may not now be fully known, and may be more numerous or serious than now expected. The undersigned specifically recognize and accept the risk of the possible existence of a presently unknown and unanticipated injury resulting from his claims set forth in his claim made against the City, and which may be discovered after execution of this release and/or the possibility that a known injury or damage may be or become more serious than now expected.

It is understood that this settlement is a compromise of a disputed claim, and that the payment and receipt of the aforesaid sum of money is not to be construed as an admission or acknowledgment of liability or responsibility whatsoever on the part of Sparks or its police department which said liability or responsibility is expressly denied.

This release contains the entire agreement between the parties hereto, and the terms of this release are contractual, and not a mere recital. The undersigned further declares that this entire release has been carefully read, that the contents thereof are fully known and understood, that the same is signed as the free and voluntary act of the undersigned, and that it is the express intention of the undersigned to waive, release and discharge any and all claims or causes of action whatsoever against Sparks and each, every and all of its agents, servants, police employees, officers and administrators, employees, representatives, successors, assigns and insurance carriers, and to be fully and legally bound thereby.

Dated: 12/15/11



Ky Nichols

Dated: 12/19/2011

Dated: 12.15.11

City of Sparks

AGREED AND APPROVED
as to form and content.

Shaun Carey
Shaun Carey, City Manager
City of Sparks, a political
Subdivision of the State of Nevada

Gemma Green Waldron
Gemma Green Waldron, Esq.
Attorney for Ky Nichols

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this 15th day of December, 2011, personally appeared before me, a notary public, Ky Nichols, who acknowledged to me that he executed the foregoing Release of All Claims.

Jeanice R. Moore
Notary Public

