

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT ("Agreement") is entered into by and among Chief of Police Cathy Lanier and the District of Columbia, a municipal corporation ("Defendants" or collectively, "the District"), and Tom G. Palmer, George Lyon, Edward Raymond, Amy McVey, and the Second Amendment Foundation, Inc. (SAF") (collectively, "Plaintiffs"). The Defendants and Plaintiffs ("the Parties") agree that this Agreement shall be effective after execution by Plaintiffs and on the date of its execution by the District ("Effective Date").

RECITALS

WHEREAS, Chief Lanier and the District are Defendants in *Palmer, Tom G., et al. v. District of Columbia*, No. 09-cv-01482 (FJS) (United States District Court for the District of Columbia) ("the Litigation"), a Second Amendment lawsuit filed by the plaintiffs;

WHEREAS, the Parties now seek to settle in full the attorney's fees and costs incurred by Plaintiffs' counsel during the representation of his clients.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

The District shall pay the total amount of Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) ("Settlement Amount") to SAF, within 30 days of receipt of an executed Agreement from Plaintiffs and receipt of an original, executed IRS Form W-9 from Payee SAF, in full satisfaction of all attorney's fees and costs incurred in the Litigation.

1. Release by Plaintiffs' Counsel. This Agreement reflects the full and final settlement of all attorneys' fees and costs incurred and invoiced by Plaintiffs' Counsel in the Litigation. Plaintiffs' Counsel, on behalf of Plaintiffs and their heirs, executors, administrators and assigns, releases and forever discharges the District, as well as its current and former officers, agents, servants, employees and attorneys from any and all actions, damages, claims and demands arising out of or in any way relating to the attorneys' fees and costs owed associated with the representation of any plaintiff in the Litigation.

2. Non-Assignment. The Parties agree that neither this Agreement nor the payments

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hereunder shall be subject to assignment.

3. **Representations and Warranties.** As further consideration for said settlement, including the settlement amount set forth herein, the signatory for Plaintiffs' Counsel expressly warrants that he is legally competent to execute this Agreement. Plaintiffs' Counsel further represents that he executes this Agreement knowingly and voluntarily, that no promise or inducement not expressed in this Agreement has been made, and that this Agreement was freely negotiated and executed without fraud, duress or coercion and with full knowledge of its significance, effects and consequences.

4. **No Third Party Beneficiary Rights.** This Agreement creates no obligations or duties on the part of Parties other than as stated specifically in this Agreement. This Agreement does not create any rights that can be relied upon or enforced by individuals who are not the Parties to this Agreement. An alleged violation of this Agreement shall not create a new, independent private right of action on the part of any third party. The Parties stipulate, agree, and acknowledge that this Agreement is not intended to create any third party beneficiaries.

5. **No Admission of Liability.** Neither this Agreement nor the District's offer to enter into this Agreement shall in any way be construed as an admission of liability by any party in the Litigation.

6. **Severability.** If any term or other provision of this Agreement is determined to be invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such a determination that any term or other provision of this Agreement is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

7. **Conflict of Law and Enforcement.** Any action, proceeding or motion brought by Plaintiffs' counsel to enforce this Agreement and/or any action, proceeding or motion asserting a breach of this Agreement shall be brought or filed in the Superior Court of the District of Columbia. Any such action, proceeding or motion shall be governed by the law of the District of Columbia.

8. **Further Action.** The Parties agree to take such action and to execute such additional documents,

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including the signing of a W-9 form, as may be necessary to carry out and enforce the terms of this Agreement.


9. Upon Settlement, the Parties will notify the Court thereof and will move the Court, jointly, to dismiss this case with prejudice pursuant to the proposed "Order Dismissing Remaining Claims with Prejudice," attached hereto as Exhibit A. Prior to filing any action in court for the purpose of enforcing this Agreement, the putative filer(s) will provide the opposing party(ies) with written notification of the specific factual grounds of the alleged breach and will provide the opposing party(ies) at least twenty-one (21) days to cure any such defect or to otherwise respond to the allegations.

10. **Amendment.** This Agreement may not be amended or modified except by a written instrument signed by the duly authorized representatives of each of the Parties.

11. **Entire Agreement.** Except as explicitly set forth in this Agreement, there are no representations, warranties, or inducements, whether oral, written, expressed or implied, that in any way affect or condition the validity of this Agreement or any of its conditions or terms. This Agreement represents the complete agreement between the Parties and supersedes any prior oral or written communications regarding the settlement.

12. **Headings.** The headings in this Agreement are for convenience only and are not to be considered a construction of the provisions hereof.

13. **Execution.** This Agreement, which may be executed in counterparts, shall become effective immediately following execution by both of the Parties as set forth below.



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Counsel for Plaintiffs

For the Defendants, Chief of Police Cathy Lanier and the District of Columbia:

KARL A. RACINE

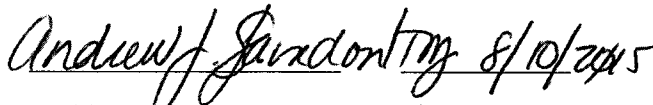
Attorney General for the District of Columbia

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 8/10/2015

ANDREW J. SAINDON

DATE

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