

SETTLEMENT AGREEMENT AND
RELEASE OF ALL CLAIMS

THIS SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS by Plaintiff, Micah Cain, and Defendant, Oldham County Board of Education, is to settle and to dismiss all claims against Oldham County Board of Education, and its past and present employees, which are, or could be, the subject of a certain lawsuit filed in the United States District Court, Western District of Kentucky, Case No. 3:22-CV-494-DJH-CHL, styled *Micah Cain v. Oldham County Board of Education*, which action is being dismissed with prejudice as to all claims between these Parties.

1. Definitions. For the purpose of this Settlement Agreement and Release of All Claims:

"Releasing Party" shall mean Micah Cain and his past, present, and former agents, heirs, successors, assigns, predecessors, representatives, attorneys, and insurers.

"Released Party" shall mean Oldham County Board of Education ("OCBE"), and OCBE's past, present, and former employees, officers, agents, directors, successors, assigns, affiliated organizations, predecessors, representatives, attorneys, and insurers.

"Settlement payment" shall mean the settlement payment by and on behalf of Released Party to Releasing Party, in the amount of Twenty Thousand Dollars (\$20,000.00) made payable to Barron, Peck, Bennie & Schlemmer Co. LPA.

"Civil Action" shall mean the civil action filed in the United States District Court, Western District of Kentucky, Case No. 3:22-CV-494-DJH-CHL, styled *Micah Cain v. Oldham County Board of Education*.

"Released Claims" shall mean any and all claims (direct or indirect), charges, demands, rights, damages (monetary and non-monetary), costs, loss of services, wages, loss of consortium,

attorney's fees, and expenses of any nature whatsoever, liens or expenses and compensation of any nature whatsoever, whether based on any federal or state constitution, statute, any torts, contract, injunctive relief or any other theory of recovery and whether for statutory, compensatory, or punitive damages, which Releasing Party, now has or may hereafter acquire, known or unknown, foreseeable or unforeseeable, in any way arising from the facts relating to the Civil Action or the subject matter connected with the Civil Action.

2. Dismissal of Civil Action/Covenant Not to Sue. Releasing Party shall cause the Civil Action to be dismissed with prejudice by any form necessary to obtain court approval. Each party shall pay his/its respective costs, expenses, and attorney's fees incurred by reason of the Civil Action, the facts relating to the Civil Action and the subject matter of the Released Claims. Releasing Party covenants that he has not filed or brought, and will not file or bring, any other proceeding or action, whether judicial or administrative, against the Released Party based on or relating to the Released Claims or Complaints he has or may have against the Released Party, whether known or unknown, as of the date he executes this Settlement Agreement and Release of All Claims.

3. Payment. In consideration of the Settlement Payment, Releasing Party for himself, his past, present, and former agents, heirs, successors, assigns, predecessors, representatives, attorneys, insurers, and for all other persons having claim thereto (if any), do hereby fully and completely release, discharge and acquit Released Party from liability for all Released Claims.

Releasing Party further agrees that he will be responsible for any and all liens asserted against the recovery in this case.

4. No Admission of Liability. This Settlement Agreement and Release of All Claims represents a compromise of disputed claims. The Released Party does not admit any liability for

disputed claims by reason thereof. Releasing Party further agrees that neither execution hereof, nor the transfer of consideration, is intended to be construed as an admission of the validity of any claim which the Releasing Party has raised or may have raised which admission is expressly denied or as an acknowledgment by either party of the merit or lack of merit of any claim or defense.

5. Entire Agreement. This Settlement Agreement and Release of All Claims is the entire agreement between the Releasing Party and Released Party. The terms of this Settlement Agreement and Release of All Claims are contractual and not mere recitals and may not be waived, modified, or supplemented except in writing by all Parties hereto.

6. Binding Effect. This Settlement Agreement and Release of All Claims shall be binding upon and inure to the benefit of the Releasing Party and the Released Party, their past, present, and former agents, heirs, successors, assigns, predecessors, representatives, attorneys, and insurers.

7. Indemnity Agreement. As additional consideration for the Settlement Payment, Releasing Party agrees to defend, indemnify, and hold harmless the Released Party against loss from any and all further claims, demands, and actions at law or in equity that may hereafter at any time be made or brought by Releasing Party, his spouse, his heirs, his agents, his representatives, and/or his employees for the purpose of attempting to enforce a Released Claim or for any reason arising from the facts giving rise to the Civil Action, and for any claim from any taxing authority or agency.

8. Enforceability and Choice of Law. Should this Settlement Agreement and Release of All Claims be held invalid or unenforceable in whole or in part with respect to any particular claim, release, covenant or circumstance, it shall remain fully valid and enforceable as to all other claims, releases, covenants, and circumstances.

This Settlement Agreement and Release of All Claims shall be construed and governed in

RELEASING PARTY ACKNOWLEDGES THAT HE IS SATISFIED WITH THE TERMS OF THIS SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS, THAT HE HAS HAD FULL AND ADEQUATE OPPORTUNITY TO BARGAIN AND NEGOTIATE THE TERMS OF SAID AGREEMENT, AND FURTHER THAT HE HAS HAD THE OPPORTUNITY TO REVIEW THE SAME WITH COUNSEL AND THAT HE SIGNS THIS AGREEMENT OF HIS OWN FREE WILL.

4/14/2023
DATE

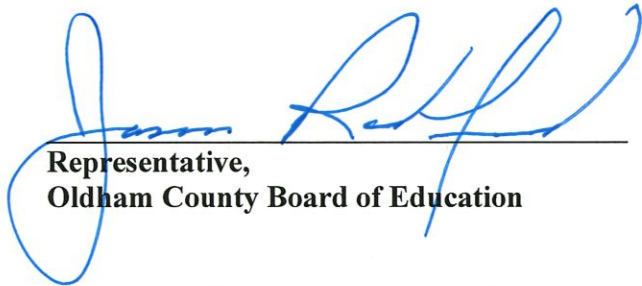
COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF)

Subscribed, sworn to, and acknowledged before me by **MICAH CAIN** on this ____ day
of _____, 2023.

My Commission Expires: _____

NOTARY PUBLIC, STATE AT LARGE, KENTUCKY

Commission No. _____


Representative,
Oldham County Board of Education

4-18-23
DATE

COMMONWEALTH OF KENTUCKY)
COUNTY OF Oldham) SS:

Subscribed, sworn to, and acknowledged before me by Jason Radford on
this 18 day of April, 2023.

My Commission Expires: 07/02/2025.


NOTARY PUBLIC, STATE AT LARGE, KENTUCKY

Commission No. 32314