

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

BRITTNEY WILK; LISA THOMPSON;)
CHRISTINA CARNES; AMANDA)
MARKHAM JOHNSON; KARA)
INGRAM; JASMINE LAWSON;)
and ANGIE INGRAM,)

Plaintiffs,)

v.)

Civil Action No.: CV-2016-000161

CATHY MOON, AKA CATHY S.)
HOFFMAN; KAREN PEARSALL)
ORANGE; HEATHER HALLDIN;)

_____, NANCY ANN FRIEDMAN;)
LISA SWOBODA; PEGGY LEVERSO)
AKA PEGGY KENNEY; and the person)
who is unknown to the Petitioners at this)
time but will be supplemented later)
in his/her individual capacity as an)
administrator of and contributor to)
“BEWARE CAVALIER RESCUE OF)
ALABAMA,” a Facebook group,)

Defendants.)

PRO-TANTO RELEASE

BRITTNEY WILK, LISA THOMPSON, CHRISTINA CARNES, AMANDA
MARKHAM JOHNSON AND ANGIE INGRAM ("Plaintiffs"), agree as follows:

RECITALS

WHEREAS, Plaintiffs' contend that certain posts made to publically accessible
Facebook and/or internet pages by the Defendant, **LISA SWOBODA** (Defendant),

including, but not limited to a Facebook page, known as “Beware Cavalier Rescue of Alabama” were and/or are libelous in that they were false, defamatory and/or damaging to the Plaintiffs and/or their reputations ; and

WHEREAS, as a result of the alleged defamatory conduct on the part of the Defendant, the Plaintiffs filed the above styled lawsuit (hereinafter the “Lawsuit”), seeking certain damages, including, but not limited to, compensatory damages, economic damages, mental anguish, emotional distress, and punitive damages; and

WHEREAS, it is understood that the Defendant expressly denies all allegations asserted by the Plaintiffs, and denies that she made any untrue and/or defamatory statements and/or internet posts related to the Plaintiffs; and

WHEREAS, the Plaintiffs have agreed to settle all of their claims arising out of any alleged conduct made the subject of the Lawsuit, known and unknown, accrued and unaccrued, existing up to and including the date on which this Agreement is fully executed by the Plaintiffs; and

WHEREAS, the Plaintiff recognize and agree that the consideration for settlement contemplated herein is being paid in compromise of disputed claims, and that the payment of the sums due hereunder shall not be construed as an admission of liability.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Plaintiffs, each intending to be legally bound, hereby agree as follows:

TERMS

1. The Defendant, by and through her insurance carrier, Travelers Commercial Insurance Company, shall pay the Plaintiffs collectively the total sum of Fifty Thousand and No/100 (\$50,000) Dollars, the receipt and sufficiency of which is hereby acknowledged by the Plaintiffs.

2. For and in consideration of the foregoing payment, the Plaintiffs, **BRITTNEY WILK, LISA THOMPSON, CHRISTINA CARNES, AMANDA MARKHAM JOHNSON AND ANGIE INGRAM**, do for themselves and any related entities, including, but not limited to **CAVALIER RESCUE OF ALABAMA**, release and discharge, and by these presents do for their heirs, executors, administrators and assigns, release, acquit and forever discharge, **LISA SWOBODA** (together with any and all insurers thereof, and/or said insurers' third party administrators) and any and all successors, assigns, employees, servants, attorneys, consultants, and/or agents of the Defendant of and from any and all actions, causes of actions, whether asserted or not, claims or demands for damages, costs, expense, compensation, consequential damages, loss of income, loss of consortium, loss of wages, loss of future earnings, or any other thing whatsoever on account of, or in any way arising out of any and all known and unknown personal injuries, property damages, lost wages, lost income, and/or future earnings impairment, or anything else in any way arising out of or relating to any conduct on the part of the Defendant, including, but not limited to, any alleged libelous, slanderous and/or defamatory conduct, whether known or unknown to the Plaintiffs for all time, up to and including the date of this Release is executed in full by the Plaintiffs. This is intended to be a pro-tanto release of any and

all claims, actions and/or causes which are asserted and/or could have been asserted against Defendant in the above styled Lawsuit. It is not intended to release any person, entity and/or other defendant not named specifically herein.

3. The above styled lawsuit shall be dismissed as to Defendant, Lisa Swoboda, with prejudice, each party to bear its own costs.

4. The Plaintiffs represent and warrant that no persons and/or entities other than the Plaintiffs have any claim for damages, punitive damages, loss of services, or any other claim for the injuries to the Plaintiffs arising out of the incident made the subject of this release and/or the above styled lawsuit. The Plaintiffs further represent and warrant that they have not heretofore assigned to any other person or entity all or any portion of any claim whatsoever which the Plaintiffs may have or may have had or may claim in the future to have against the Parties released hereunder, and the Plaintiffs represent and warrant that they are the sole proper parties to receive the proceeds of the settlement of this Lawsuit and affirmatively stipulate and represent that they are fully and completely legally competent to enter into this binding contractual settlement agreement and release after consultation with their legal counsel.

5. The Plaintiffs agree that this is a full, final, binding contractual release and/or settlement agreement between them and Defendant and/or Defendant's insurance carrier(s).

6. It is the purpose and intent of the Plaintiffs to fully and completely release the Defendant and any and all successors, assigns, employees, servants, attorneys,

consultants, and/or agents of the Defendants from any and all claims asserted, or which could have been asserted, in the above styled Lawsuit. It is expressly understood by the Plaintiffs that this shall be a complete, full and final release in regard to the claims made the basis of the Lawsuit as to the Defendant, and that this is a full and final settlement of a doubtful and disputed claim, and is not to be construed as an admission of liability on the part of any person, firm or corporation, hereby released by whom liability is expressly denied.

7. It is further expressly stipulated and agreed that the terms of this Agreement shall be governed in all respects by the laws of the State of Alabama, and that jurisdiction for any dispute regarding this Release and Settlement Agreement shall remain with the Circuit Court of Shelby County, Alabama.

8. The Plaintiffs do hereby acknowledge and assume all risk, chance or hazard that their alleged damages or injuries may become permanent, progressive, greater or more extensive than is now known, anticipated or expected. No promise or inducement which is not herein expressed has been made to the Plaintiffs, and in executing this release, the Plaintiffs acknowledge that they do not rely upon any statements or representations made by any person, firm or corporation hereby released, or any agent or other person representing them or any of them, concerning the nature, extent, or duration of any alleged damage, injury or loss, or the legal liability of any person or entity therefor.

I have carefully read the foregoing Pro-Tanto Release and have discussed the same

with my attorney, know the contents thereof, and sign as my own free act.

Witness my hand and seal this the _____ day of _____, 2018.

PLAINTIFFS:

BRITTNEY WILK

Date

LISA THOMPSON

Date

CHRISTINA CARNES,

Date

AMANDA MARKHAM JOHNSON

Date

ANGIE INGRAM

Date