

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is entered into by and between JUSTIN CRAWFORD, ET AL., ("Named Plaintiffs") and LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT ("LFUCG"), on this the 26 day of October 2006.

WHEREAS, the Named Plaintiffs and LFUCG are parties to a civil action styled Justin Crawford, et al v. Lexington-Fayette Urban-County Government, Case No. 06-CV-00299-JBC, currently pending in the U. S. District Court, Eastern District of Kentucky, Lexington Division ("Pending Litigation"); and

WHEREAS, the Named Plaintiffs filed a Motion for Preliminary Injunction in the Pending Litigation seeking an injunction prohibiting alleged retaliatory conduct by LFUCG, and other relief; and

WHEREAS, LFUCG filed a response in the Pending Litigation opposing Named Plaintiffs' Motion for Preliminary Injunction; and

WHEREAS, in order to avoid the expense and time of further litigation proceedings concerning the Motion for Preliminary Injunction, the parties have agreed in good faith to resolve their differences with respect to the issues raised in the Motion for Preliminary Injunction, pending the final outcome of the Pending Litigation, and this agreement fully and adequately resolves those differences.

WHEREFORE, in consideration of the mutual covenants and agreements contained in this agreement, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree to the following for the duration of time set out below:

1. LFUCG will not issue a coaching and counseling form or disciplinary action to Detention Center Correctional Officers for failing to sign out for rest or meal breaks if, to LFUCG's knowledge, the Correctional Officer did not get the break.

2. Prior to issuing a coaching and counseling form or taking disciplinary action against a LFUCG Detention Center Correctional Officer employee who has failed to properly document a break, a supervisor shall consult with that employee to determine whether the break was taken. The employee shall inform the supervisor at that time if the employee contends that he or she did not get the break in question. The employee's failure to disclose such information at this time shall be a rebuttable presumption that the employee took the break in question.

3. Upon execution of this agreement, the Named Plaintiffs shall promptly request the Court's permission to withdraw their Motion for Preliminary Injunction without prejudice.

4. Prior to contacting the Court regarding a perceived violation of this agreement, the parties appointed counsels shall consult and in good faith attempt to resolve the issue.

5. Nothing in this agreement will preclude LFUCG from continuing to enforce existing policies and practices at the Detention Center or from changing such policies and practices to meet the legitimate needs of the Detention Center or LFUCG.

6. Execution of this Agreement shall not be deemed a waiver of any claim or defense of any party in the Pending Litigation.

7. The parties understand and agree that this agreement is a settlement of a disputed claim and it does not constitute an admission of wrongdoing of any party or an admission of liability for equitable relief, damages or costs by any party to any matter whatsoever, included but not limited to, the claims asserted in the Pending Litigation, and that the parties merely

intend by this agreement to avoid further litigation of the issues raised in the Named Plaintiffs' Motion for Preliminary Injunction.

8. This Agreement shall expire automatically upon a final resolution of the Named Plaintiffs' allegations of retaliation in the Pending Litigation, whether such resolution is by mutual agreement or a judgment of a court of last resort.

9. This agreement constitutes the final written expression of all the terms of the parties' agreement and is a complete and exclusive statement of those terms. Any prior or contemporaneous oral or written agreement between the parties are superseded by this agreement. No representation, promise, inducement or statement of intention has been made by any of party that is not embodied in this agreement. Except as provided herein, no party shall be bound by or liable for any alleged representation, promise, inducement or statement of intention not contained in this agreement. This agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement signed by all parties hereto.

LEXINGTON FAYETTE URBAN COUNTY  
GOVERNMENT

By:

George J. Miller

Its:

Attorney

JUSTIN CRAWFORD, ET AL "NAMED  
PLAINTIFFS"

By:

Thomas W. Miller

Their:

Attorney

Justin Crawford Crawford, Justin