

UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
AT NASHVILLE

| | | |
|--|---|--------------------------|
| BOBBY G. ANDREWS, |) | |
| |) | |
| Plaintiff, |) | |
| |) | |
| v. |) | No. 2:00-CV-00038 |
| |) | HAYNES/BROWN |
| CITY OF COOKEVILLE, |) | |
| TENNESSEE, and ROBERT |) | |
| TERRY, in his official capacity |) | |
| as Police Chief for the City of |) | |
| Cookeville, Tennessee, |) | |
| |) | |
| Defendants. |) | |

SETTLEMENT AGREEMENT AND RELEASE

FOR AND IN CONSIDERATION of the sum of Twenty Thousand Dollars (\$20,000.00), I, Bobby G. Andrews, knowingly, voluntarily and with advice of counsel, have released and discharged, and by these presents do for myself, my heirs, executors, administrators and assigns, release, acquit and forever discharge and covenant to indemnify and hold harmless the City of Cookeville, Tennessee, and Robert Terry, and any employees or agents of the City of Cookeville, Tennessee, their successors and assigns, from any and all past, present and future actions, causes of action, claims or demands for damages, costs, attorney fees, compensation, third-party actions, suits at law or in equity, including claims or suits for contribution and/or indemnity, of whatever kind and nature, and all consequential damage on account of, or in any way growing out of, any and all known or unknown damages, injuries, losses and expenses, costs, medical

expenses, arising out of the incidents which are the subject of this lawsuit, *Bobby G. Andrews v. City of Cookeville, Tennessee and Robert Terry in his official capacity as Police Chief for the City of Cookeville, Tennessee*, U. S. District Court for the Middle District of Tennessee at Nashville, No. 2:00-CV-00038.

This Release specifically covers all claims against the City of Cookeville, Tennessee and Robert Terry and current or former employees and agents of the City of Cookeville, Tennessee. As a part of this Release, I agree to dismiss said case on the merits with full prejudice and to forego forever all claims included and/or includable in said case. In making this Release of my claims for compensation and damages, I rely wholly upon my judgment, belief and knowledge as to the nature, extent and duration of said injuries and/or damages, and I acknowledge that I have not been influenced to any extent whatsoever in making this Release by any representations or statements regarding said injuries, or regarding any other matters made by the persons who are hereby released, or by any person or persons representing them, or by any person by them employed.

I understand that this release represents the compromise of doubtful and disputed claims and that the payment to me is not to be in any way construed as an admission of liability on the part of the persons or entities hereby released, by whom liability is EXPRESSLY DENIED.

I further agree that the terms of this settlement are to be held confidential to the extent permitted by law.

This Release contains the ENTIRE AGREEMENT between the parties hereto, and the terms of this Release are contractual in nature and not a mere recital.

I further state that I have carefully read the foregoing Release and know the contents thereof, and I sign the same as my own free act.

Bobby G. Andrews
BOBBY G. ANDREWS

Sworn to and subscribed before me this 21st day of October, 2003.

Billie Lowe
NOTARY PUBLIC

My Commission Expires: 5/15/2006

