

SETTLEMENT AND RELEASE AGREEMENT

FOR AND IN CONSIDERATION of the sum of SEVEN THOUSAND FIVE HUNDRED DOLLARS and 00/100 (\$7,500.00), inclusive of allowable costs, interest and Civil Rule 82 attorney's fees, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, WALTER REICHARD, for himself, his heirs, executors, administrators, successors, trustees, and assigns, does hereby release and forever discharge THE CITY OF KETCHIKAN, KETCHIKAN POLICE DEPARTMENT, OFFICER CHRISTOPHER TRAVERS, and OFFICER MIKE PAULSEN as well as all affiliated and associated companies of the above-named released parties, their underwriters, agents, employees, adjusters, servants, attorneys, officers, shareholders, directors, successors in interest, heirs, assigns and personal representatives, of and from all actions, causes of action, suits, controversies, claims, and demands of every kind and nature, mature or to mature in the future, for and by reason of any damages, costs, expenses and compensation, whether for insurance proceeds, personal injury, bodily injury, property damage, out-of-pocket expenses, loss of earnings, loss of use, loss of consortium, loss of services, attorney's fees, punitive damages, or any other thing whatsoever, arising out of incidents occurring on or about September 10 or September 17, 2014, and any and all claims against THE CITY OF KETCHIKAN, KETCHIKAN POLICE DEPARTMENT, OFFICER CHRISTOPHER TRAVERS, and OFFICER MIKE PAULSEN embodied in, or which could have been embodied in, Walter Reichard v. The City of Ketchikan, Ketchikan Police Department, Officer Christopher Travers, Officer Mike Paulsen, Case No. 1KE-16-00407 Civil, Alaska Superior Court, First Judicial District at Ketchikan.

In view of Witt v. Watkins, 579 P.2d 1065 (Alaska 1978), with which the parties are familiar, it is specifically set forth that it is the intention of the parties released and of the

undersigned, and it is the purpose of this agreement, to discharge absolutely the liability of the parties released herein from any and all claims arising out of the losses or damages to the undersigned.

The undersigned acknowledges and assumes all risks, chance or hazard that the damages suffered may be different, greater, or more extensive than is now known, anticipated or expected. The undersigned intends to discharge any liability which may be discovered now or hereafter and specifically understands and assumes that the parties released are making the payment herein mentioned in order to be released fully, finally and completely from whatever losses or damages, known or unknown, as may now or hereafter result from the claims above mentioned. The undersigned and the parties released specifically release any right they may now or hereafter have to reform, rescind, modify or set aside this release through mutual or unilateral mistake or otherwise. The risk of such uncertainty and mistake is assumed by the undersigned in consideration of the present payment herein mentioned and by the parties released in consideration of this being a final settlement. If the damages of the undersigned turn out to be less than presently thought, the parties released will not seek to recover back any excess payment, they too being bound by this compromise settlement, and will assume the risk of overpayment, just as the undersigned assumes the risk of underpayment.

This release is entered into in good faith by the undersigned and the parties released for the purpose of settling a disputed claim. All of the terms and conditions of this release have been reflected on, without haste; no one is under a disadvantage; no representations other than those set forth herein have been made; and the undersigned had the opportunity to consult an attorney, signing this release without any coercion whatsoever. No promise or inducement which is not herein expressed has been made to the undersigned, and in executing

this release the undersigned did not rely upon any statement or representation made by any person, firm or corporation hereby released, or any agent, attorney or other person representing such released parties, or any of them, concerning the nature, extent or duration of said damages or losses or the legal liability therefore.

The undersigned agrees, for himself, his heirs, executors, administrators, successors, trustees, and assigns, to defend, indemnify and hold harmless all the named released parties, their agents, employees, adjusters, servants, attorneys, and officers from any claim of lien, or for any claim for hospital or medical expenses, or other unpaid expenses.

The undersigned covenants and agrees that he will not, either by himself or in concert with others, or by virtue of further judicial proceedings of any kind whatsoever, make or cause to be made, acquiesce in or assist in the bringing of any action for damages or any other relief against the persons, firms or corporations released, arising out of the incident hereinabove described.

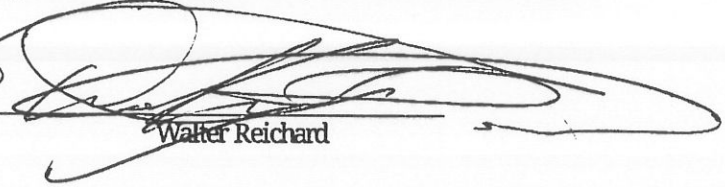
It is expressly agreed by the undersigned at the time of the signing of this release that no assignment of any claim, stated or otherwise, has been made or executed to any other individual, firm or corporation, or any other entity as a result of the incident hereinabove mentioned. It is further agreed that the undersigned intends to satisfy any and all unpaid medical expenses, subrogation claims, attorney liens, medical liens, and/or government liens, insurance liens, workers' compensation liens, or any other types of liens presently asserted or to be asserted.

The undersigned agrees to execute the necessary filings to effect dismissal with prejudice of this action.

This agreement constitutes the full and complete settlement by the parties and contains the entire agreement between the parties hereto, and the terms are contractual, not a mere recital. The undersigned carefully read the foregoing release, knows the contents thereof.

Dated:

6-13-18

A large, stylized handwritten signature in black ink, appearing to read 'Walter Reichard', written over a horizontal line.

Walter Reichard

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
 FIRST JUDICIAL DISTRICT AT KETCHIKAN

FILED in the Trial Courts
 State of Alaska First District
 at Ketchikan

AUG 30 2018

Clerk of the Trial Courts

Deputy

WALTER REICHARD,)
)
 Plaintiff,)
)
 v.)
)
 THE CITY OF KETCHIKAN,)
 KETCHIKAN POLICE DEPARTMENT,)
 JOE KOVAK, OFFICER)
 CHRISTOPHER TRAVERS, OFFICER)
 MIKE PAULSEN,)
)
 Defendants.)

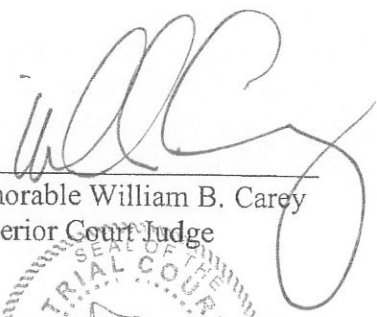
Case No. 1KE-16-00407 CI

ORDER GRANTING MOTION TO ENFORCE SETTLEMENT
 AND DISMISS WITH PREJUDICE

This Court, having considered defendants' Motion to Enforce Settlement and Dismiss with Prejudice, and any opposition and reply, hereby GRANTS the requested relief.

The Court recognizes that Walter Reichard has settled all claims against defendants The City of Ketchikan, Ketchikan Police Department, Officer Christopher Travers, and Officer Mike Paulsen. Accordingly, the claims against those defendants will be dismissed with prejudice and the Court will enter a Final Judgment reflecting such.

DATED: 8/30/18


 Honorable William B. Carey
 Superior Court Judge



CERTIFICATION

Copies Distributed

Date 8-30-18
 To W. Reichard
L. Fakes
A. Pace
 By CF

Emai)

Walker & Eakes LLC
 329 F Street, Suite 200
 Anchorage, Alaska 99501
 PH: (907) 272-9255
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AUG 15 2018

Walker & Eakes LLC

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served this 15th day of August, 2018 by:

- : Mail
: Email: wdcr1980@gmail.com
: Hand Delivery
: Courier

To the following persons:

Walter Reichard Pro Se
P.O. Box 882091
Port St. Lucie, FL 34988


Walker & Eakes, LLC

170/446/pldg/Order Granting MSJ

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andalyn@walkereakes.com

FILED in the Trial Courts
State of Alaska First District
at Ketchikan

AUG 15 2018

Clerk of the Trial Courts
Deputy

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
FIRST JUDICIAL DISTRICT AT KETCHIKAN

WALTER REICHARD,)
)
Plaintiff,)
)
v.)
)
THE CITY OF KETCHIKAN,)
KETCHIKAN POLICE DEPARTMENT,)
JOE KOVAK, OFFICER)
CHRISTOPHER TRAVERS, OFFICER)
MIKE PAULSEN,)
)
Defendants.)

Case No. 1KE-16-00407 CI

**DEFENDANTS' MOTION TO ENFORCE SETTLEMENT
AND DISMISS WITH PREJUDICE**

Defendants the City of Ketchikan, Ketchikan Police Department, Officer Christopher Travers, and Officer Mike Paulsen request that the Court enforce the settlement they reached with plaintiff Walter Reichard that resolved all claims against them and dismiss this case with prejudice.

Mr. Reichard has executed a settlement and release agreement and has been provided with all settlement funds.¹ Those settlement funds were provided to Mr.

¹ Exhibit A, Settlement and Release Agreement; Exhibit B, Mailing Information; Exhibit C, USPS Tracking. Affidavit of Andalyn Pace. Financial information has been redacted.

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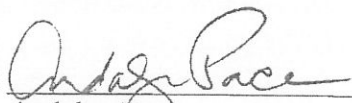
Reichard on June 28, 2018.² The parties notified the Court of the settlement in a Notice of Pending Settlement filed in mid-June.

In addition to being an expected step in settlement, a specific provision of the settlement and release agreement required that Mr. Reichard execute the necessary filings to effect dismissal of this action.³ Despite several requests and being provided with the stipulation by the defense, Mr. Reichard has yet to do so.⁴ The case remains open and defendants continue to incur attorney's fees in attempts to secure dismissal.

Accordingly, the defense requests an order from the Court enforcing the settlement reached by the parties and dismissing this case with prejudice as to the City of Ketchikan, Ketchikan Police Department, Officer Christopher Travers, and Officer Mike Paulsen.⁵

DATED this 15th day of August, 2018, at Anchorage, Alaska.

Walker & Eakes, LLC
Attorney for Defendants
THE CITY OF KETCHIKAN,
KETCHIKAN POLICE
DEPARTMENT, OFFICER
CHRISTOPHER TRAVERS,
OFFICER MIKE PAULSEN

By: 
Andalyn Pace
Alaska Bar No. 1305025

² Exhibit C, USPS Tracking.

³ Exhibit A, Settlement and Release Agreement, at 3.

⁴ Affidavit of Andalyn Pace; Exhibit D, Emails from Dorothy Norris to Walter Reichard.

⁵ See Exhibit E, Final Judgment of Dismissal with Prejudice.

Reichard v. City of Ketchikan et al.; Case No. 1KE-16-00407 CI

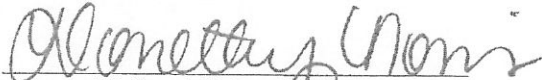
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P.O. Box 882091
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Walker & Eakes, LLC

170/446/pldg/Mtn to Enforce

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Laura J. Eakes
Walker & Eakes, LLC
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laura@walkereakes.com

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
FIRST JUDICIAL DISTRICT AT KETCHIKAN

WALTER REICHARD,)
)
)
Plaintiff,)
)
)
v.)
)
)
THE CITY OF KETCHIKAN,)
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KETCHIKAN POLICE DEPARTMENT,)
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)
JOE KOVAK, OFFICER)
)
)
CHRISTOPHER TRAVERS,)
)
)
RACHELLE SPEIGHTS, OFFICER)
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MIKE PAULSEN,)
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Defendants.)

State of Alaska Trial Courts
State of Alaska First District
at Ketchikan

JUN 21 2017

Clerk of the Trial Courts

Den...

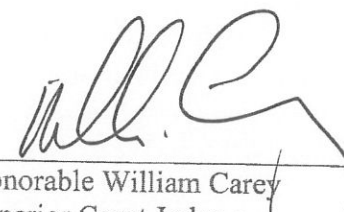
Case No. 1KE-16-00407 CI

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ORDER GRANTING MOTION TO AMEND CAPTION

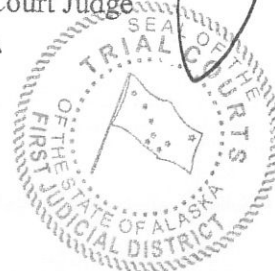
This Court, having reviewed Defendants' Motion to Amend Caption, hereby orders the caption shall now read, "Walter Reichard v. The City of Ketchikan, Ketchikan Police Department, Joe Kovak, Officer Christopher Travers and Officer Mike Paulsen."

Date: 6/21/17

By: 
Honorable William Carey
Superior Court Judge

CERTIFICATION
Copies Distributed

Date 6-21-17
To W. Reichard - Email - w/ opt in form
L. Eakes - Email
M. Carpeneti - Email
By CE



MAY 30 2017

Walker & Eakes LLC
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CERTIFICATE OF SERVICE

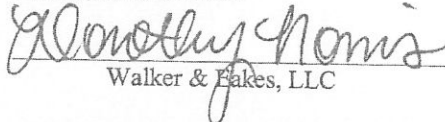
I HEREBY CERTIFY that a true and correct copy of the foregoing was served this 30th day of May, 2017 by:

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To the following persons:

Walter Reichard Pro Se
PO Box 7523
Ketchikan AK 99901

Marianna Carpeneti
Attorney General's Office
P.O. Box 110300
Juneau, Alaska 99811


Walker & Eakes, LLC

170/446/pldg/Order Granting Motion to Amend Caption

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 laura@walkereakes.com

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
 FIRST JUDICIAL DISTRICT AT KETCHIKAN

FILED in the Trial Courts
 State of Alaska First District
 at Ketchikan

MAY 30 2017

Clerk of the Trial Courts

by _____ Den...

WALTER REICHARD,)
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 Plaintiff,)
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 v.)
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 THE CITY OF KETCHIKAN,)
 KETCHIKAN POLICE DEPARTMENT,)
 JOE KOVAK, OFFICER)
 CHRISTOPHER TRAVERS,)
 RACHELLE SPEIGHTS, OFFICER)
 MIKE PAULSEN,)
)
 Defendants.)

Case No. 1KE-16-00407 CI

Walker & Eakes LLC
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MOTION TO AMEND CAPTION

COME NOW defendants THE CITY OF KETCHIKAN, KETCHIKAN POLICE DEPARTMENT, OFFICER CHRISTOPHER TRAVERS, and OFFICER MIKE PAULSEN by and through counsel, Walker & Eakes, and hereby requests that the caption be amended in light of Rachelle Speights' dismissal from the action. The caption should read "Walter Reichard v. The City of Ketchikan, Ketchikan Police Department, Joe Kovak, Officer Christopher Travers and Officer Mike Paulsen."

Walker & Eakes LLC
329 F Street, Suite 200
Anchorage, Alaska 99501
PH: (907) 272-9255
FAX: (907) 272-9256

DATED this 30th day of May, 2017, at Anchorage, Alaska.

Walker & Eakes, LLC
Attorney for Defendants
THE CITY OF KETCHIKAN,
KETCHIKAN POLICE
DEPARTMENT, OFFICER
CHRISTOPHER TRAVERS,
OFFICER MIKE PAULSEN

By: Laura Eakes
Laura J. Eakes
Alaska Bar No. 0011072

CERTIFICATE OF SERVICE

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To the following persons:

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PO Box 7523
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Marianna Carpeneti
Attorney General's Office
P.O. Box 110300
Juneau, Alaska 99811

Alonely Nomis
Walker & Eakes, LLC

170/446/pldg/Motion to Amend Caption

Reichard v. City of Ketchikan et al.; Case No. 1KE-16-00407 CI

MOTION TO AMEND CAPTION

Page 2 of 2

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IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
 FIRST JUDICIAL DISTRICT AT KETCHIKAN

FILED in the Trial Courts
 State of Alaska First District
 at Ketchikan

MAY 17 2017

Clerk of the Trial Courts

By _____ Den: ..

WALTER REICHARD,)
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 Plaintiff,)
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 THE CITY OF KETCHIKAN,)
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 RACHELLE SPEIGHTS, OFFICER)
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 Defendants.)

Case No. 1KE-16-00407 CI

Walker & Eakes LLC
 329 F Street, Suite 200
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ANSWER

COME NOW defendants THE CITY OF KETCHIKAN, KETCHIKAN POLICE DEPARTMENT, OFFICER CHRISTOPHER TRAVERS, and OFFICER MIKE PAULSEN by and through counsel, Walker & Eakes, and for their answer to plaintiff's complaint hereby admit, deny and allege as follows:

1. With regard to paragraph one of plaintiff's complaint, answering defendants admit the allegations contained therein.
2. With regard to paragraph two of plaintiff's complaint, answering defendants deny the allegations contained therein.

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3. With regard to paragraph three of plaintiff's complaint, answering defendants admit plaintiff has repeatedly demanded payment of \$4,500,000 and defendants have refused to pay. Defendants admit this case should be decided by a jury. No additional response by defendants is required. Answering defendants admit this lawsuit was filed in the proper Court. Answering defendants deny the remaining allegations contained in paragraph three.

AFFIRMATIVE DEFENSES

1. Plaintiff's claims are legally insufficient and may be subject to dismissal in whole or part.
2. Plaintiff's claims may be barred by the appropriate statute of limitations.
3. Plaintiff's claims are barred by discretionary function immunity.
4. Plaintiff's claims are barred under AS 09.65.070.
5. Plaintiff's damages, if any, were caused by his own negligence or intentional conduct.
6. Plaintiff's damages, if any, were caused by the negligent or intentional conduct of others not party to this litigation.
7. Any statements regarding the plaintiff were true and/or privileged.
8. Plaintiff's claims are barred by unclean hands and/or laches.

Walker & Eakes LLC
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PH: (907) 272-9255
FAX: (907) 272-9256

DATED this 17th day of May, 2017, at Anchorage, Alaska.

Walker & Eakes, LLC
Attorney for Defendants
THE CITY OF KETCHIKAN,
KETCHIKAN POLICE
DEPARTMENT, OFFICER
CHRISTOPHER TRAVERS,
OFFICER MIKE PAULSEN

By: Laura Eakes
Laura J. Eakes
Alaska Bar No. 0011072

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Walter Reichard Pro Se
PO Box 7523
Ketchikan AK 99901

Marianna Carpeneti
Attorney General's Office
P.O. Box 110300
Juneau, Alaska 99811

Donetly Nomis
Walker & Eakes, LLC

170/446/pldg/Answer

Reichard v. City of Ketchikan et al.; Case No. 1KE-¹⁶⁻~~7~~-00407 CI

ANSWER

Page 3 of 3