

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (this "Agreement") is made this 29 day of June, 2023 (the "Effective Date"), by Las Vegas Review-Journal, Inc. individually (hereinafter "Petitioner") and Clark County (Office of the Coroner/Medical Examiner) ("Respondent").

### RECITALS

WHEREAS, on or about July 17, 2017, Petitioner filed its Public Records Act Application Pursuant to NRS § 239.001 / Petition for Writ of Mandamus in the Eighth Judicial District Court, Clark County, Nevada, against Respondent, Case No. A-17-758501-W (the "Complaint"), for access to juvenile autopsy reports and for attorney's fees and costs; and

WHEREAS, the parties desire to resolve the disputes between them and have come to an agreement in order to settle any and all disputes between them arising from the Case.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Petitioner and Respondent hereby agree as follows:

1. Settlement Payment. The Respondent shall pay Petitioner One Hundred Seventy Thousand Dollars and NO/100 (\$170,000.00) for attorney's fees and costs (the "Settlement Payment"). as follows:

Respondent shall pay Petitioner within forty-five (45) days of approval of this Agreement by the Board of County Commissioners and receipt of IRS Form W-9 properly completed by Petitioner's counsel, whichever occurs later.

Petitioner understands and agrees that Petitioner or Petitioner's counsel, whichever is applicable, is responsible for any and all taxes that may become due as a result of Petitioner's receipt of the Settlement Payment.

2. Dismissal of Case. The Parties agree to dismiss with prejudice all of each Party's claims in the Complaint and Counterclaim against one another, their predecessors, heirs, executors, administrators, successors, assigns, current and former officers, directors, stockholders, agents, employees, current and former subsidiaries, unincorporated divisions, affiliated corporations, franchisors, attorneys and insurance companies, to settle any and all disputes associated with the aforementioned litigation in the Case.

3. No Admission. It is understood and agreed that the terms and compromises contained herein are not to be construed as an admission of liability on the part of the Respondent, that this Agreement is in compromise and settlement of any claim which is not admitted but is denied and disputed, and this Agreement is being made voluntarily and not based on representations or statements of any kind made by any of the parties or their representatives as to the merits, legal liability, or value of the claim or any other matter relating thereto.

4. Mutual Release.

a. Petitioner and Respondent do hereby fully release, acquit, and forever discharge each other, and the other's administrators, successors, assigns, current and former officers, directors, agents, employees, attorneys, and insurance companies from any and all known and unknown claims for fees and costs in the Case.

b. Petitioner and Respondent each acknowledges that it is aware it may hereafter discover facts in addition to or different from those which it now knows or believe to be true with respect to the subject matter of this Agreement but that it is their intention to finally and forever release any and all of the matters as set forth herein and that, in furtherance of such intention, the Release herein given shall be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

5. Warranties and Representations. Petitioner warrants, represents, covenants, and agrees:

a. that Petitioner has not sold, assigned, granted or transferred to any other person, firm, corporation or entity, any claim, counterclaim, demand or cause of action occurring, arising, or existing prior to the date of this Agreement which Petitioner has, claims to have, or may have against the Respondent;

b. that no other person, firm, corporation, or entity has any right or ownership in or to any claim, counterclaim, demand or cause of action occurring, arising or existing prior to the date of this Agreement which Petitioner has, claims to have, or may have had against the Respondent as set forth herein.

6. Miscellaneous.

a. Notices. Any and all notices or demands by any party hereto to any other party, required or desired to be given hereunder shall be in writing and shall be validly given or made if served personally, delivered by a nationally recognized overnight courier service or if deposited in the U.S. Mail, certified, return receipt requested, postage prepaid, addressed as follows:

If to Petitioner: Margaret A. McLetchie, Esq.  
McLetchie Law  
602 South 10th Street  
Las Vegas, Nevada 89101

If to Respondent: Lisa Lodgson, Esq.  
County Counsel  
District Attorney's Office – Civil Division  
500 South Grand Central Pkwy, 5th Floor  
P.O. Box 552215  
Las Vegas, Nevada 89155-2215

With a copy to:

Marquis Aurbach  
Attn: Craig R. Anderson, Esq. and Jackie V. Nichols, Esq.  
10001 Park Run Drive  
Las Vegas, Nevada 89145

Any party hereto may change its address for the purpose of receiving notices or demands as hereinabove provided by a written notice given in the manner aforesaid to the other party. All notices shall be as specific as reasonably necessary to enable the party receiving the same to respond thereto.

b. Governing Law. The laws of the State of Nevada applicable to contracts made in that State, without giving effect to its conflict of law rules, shall exclusively govern the validity, construction, performance and effect of this Agreement.

c. Consent to Jurisdiction. Each party hereto consents to the jurisdiction of the state and federal courts located within Clark County, Nevada in the event any action is brought for declaratory relief or enforcement of this Agreement.

d. Attorney Fees. Unless otherwise specifically provided for herein, each party hereto shall bear its own attorney fees and costs incurred in the Case and in the negotiation and preparation of this Agreement and any related documents. However, in the event that any action or proceeding is instituted to interpret or enforce the terms and provisions of this Agreement, the prevailing party shall be entitled to its costs and attorney fees, in addition to any other relief it may obtain or be entitled to.

e. Interpretation. In the interpretation of this Agreement, this Agreement shall be construed without regard to any presumptions or other rule requiring construction against the party who caused the Agreement to be drafted; the singular may be read as the plural, and *vice versa*; the neutral gender as the masculine or feminine, and *vice versa*; and the future tense as the past or present, and *vice versa*; all interchangeably as the context may require in order to fully effectuate the intent of the parties and the agreement contemplated herein. Paragraph headings are for convenience of reference only and shall not be used in the interpretation of the Agreement.

f. Entire Agreement. This Agreement sets forth the entire understanding of the parties, and supersedes all previous agreements, negotiations, memoranda, and understandings, whether written or oral. Petitioner hereby acknowledges that no one has made any promise, representation or warranty whatsoever, expressed or implied or statutory, not contained herein to induce him to execute this Agreement and hereby further acknowledges that Petitioner has not executed this Agreement on the reliance of any promise, representation or warranty not contained herein.

g. Amendment. This Agreement shall not be modified, amended or changed in any manner unless in writing executed by the parties.

h. Waivers. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, and no waiver shall be binding unless evidenced by an instrument in writing and executed by the party making the waiver.

i. Invalidity. If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a Court of competent jurisdiction to be invalid, void or unenforceable, that provision shall be deemed severable and all provisions, covenants, and conditions of this Agreement, and all applications thereof not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

j. Counterparts. This Agreement may be executed in multiple counterparts, which together shall constitute one and the same document. Facsimile copies shall have the same force and effect and original copies.

k. Negotiated Agreement. This is a negotiated agreement. All parties have participated in its preparation. In the event of any dispute regarding its interpretation, it shall not be construed for or against any party based upon the grounds that the Agreement was prepared by any one of the parties.

l. Recitals. The recitals set forth above are incorporated herein and made a part hereof.

m. Binding on Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, franchisors, estates, servants, agents, employees, affiliates, personal representatives, insurance companies, successors and assigns of Petitioner and the Respondent in the Case.

n. Time of Essence. Time is of the essence of this Agreement and all of its provisions.

o. Further Assurance: The parties agree to execute any and all documents, instruments and papers necessary to carry out the intent of this Agreement.

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p. Authority. Each party has the right, power, legal capacity and authority to enter into, and perform its respective obligations under this Agreement, including the execution of this Agreement, and no approvals or consent of any other person(s) or entities is necessary in connection with the execution of this Agreement, and when so signed, this Agreement will be a binding and subsisting obligation of Petitioner and the Respondent.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

**Las Vegas Review-Journal, Inc.**

**Clark County**

*Ben Lipman*

Name: Benjamin Lipman, Chief Legal Officer

By:

Name: James B. Gibson, Chair

APPROVED AS TO FORM AND CONTENT:

By: \_\_\_\_\_  
Margaret A. McLetchie, Esq.  
McLetchie Law  
602 South 10th Street  
Las Vegas, Nevada 89101  
Attorneys for Petitioner Las Vegas Review-Journal

By: \_\_\_\_\_  
Jackie V. Nichols, Esq.  
Marquis Aurbach  
10001 Park Run Drive  
Las Vegas, Nevada 89145  
Attorney for Respondent, Clark County Office of the Coroner/Medical Examiner

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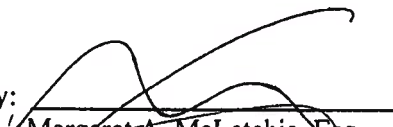
**Las Vegas Review-Journal, Inc.**

**Clark County**

Name: Benjamin Lipman, Chief Legal Officer

By: James B. Gibson, Chair

APPROVED AS TO FORM AND CONTENT:

By:   
Margaret A. McLetchie, Esq.  
McLetchie Law  
602 South 10th Street  
Las Vegas, Nevada 89101  
Attorneys for Petitioner Las Vegas Review-Journal

By:   
Jackie V. Nichols, Esq.  
Marquis Aurbach  
10001 Park Run Drive  
Las Vegas, Nevada 89145  
Attorney for Respondent, Clark County Office of the Coroner/Medical Examiner