

**IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF ARKANSAS
CENTRAL DIVISION**

**BRITNEY WALLS, as Special
Administratrix of the Estate of
Bradley Blackshire, Deceased**

PLAINTIFF

V.

NO. 4:19-CV-398-DPM

**OFFICER CHARLES STARKS,
OFFICER MICHAEL SIMPSON,
And THE CITY OF LITTLE ROCK,
ARKANSAS**

DEFENDANTS

**GENERAL RELEASE OF ALL CLAIMS
AND SETTLEMENT AGREEMENT**

RECITALS:

1. The Parties being released hereunder, City of Little Rock, and Michael Simpson, in their individual and official capacities, and each of their respective servants, attorneys, principals, agents, employees, deputies, representatives, elected officials, insurers, self-insurers, risk management funds, predecessors, successors, assigns, affiliates, divisions, branches, departments and/or any entity or person acting by, through, under or in concert with any of them, and/or any person or entity acting directly or indirectly in the interest of and/or acting with or on behalf of any of them personally, officially or in any capacity whatsoever, shall hereinafter be

Page 1 of 20

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FOR RELEASING PARTY

FOR RELEASED PARTY

By: _____

By: _____

referred to, jointly and individually as "Released Party."

2. The party executing this Release, Britney Walls, as Special Administratrix of the Estate of Bradley Blackshire, Deceased, her respective heirs, successors, assigns, executors, administrators, agents or representatives of any kind, shall hereinafter be referred to, jointly and individually, separately and collectively, as "Releasing Party."

3. This General Release and Settlement Agreement is between the Released Party and Releasing Party, and is hereafter referred to as the "Release" or the "Agreement."

4. As used in this Agreement, the singular or plural shall be deemed to include the other whenever the context so indicates or requires.

5. As consideration for the Release, the Released Party provides the Releasing Party the following:

a. Payment in the total amount of Three Hundred Thousand Dollars and no cents (\$300,000.00), for full and final settlement of all of Releasing Party's allegations in *Britney Walls, as Special Administratrix of the Estate of Bradley Blackshire v. Officer Charles Starks, Officer Michael Simpson and the City of Little Rock, Arkansas*, U.S.D.C. No. 4:19-CV-398-DPM. This amount includes any and all costs and attorneys' fees. The payment will be made immediately upon the dismissal of the Complaint with prejudice;

b. The Training Division, in coordination with the City's Little Rock Television staff, will produce a video recording of a member the Bradley Blackshire family in which the person

Page 2 of 20

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will explain how Mr. Blackshire's death has impacted members of his family. The Blackshire family may suggest using a third party to assist in the production of the video. The City retains the sole discretion to determine whether it wishes to use the third party in the production of the video. The City will continue to show the video to each recruit class for no less than ten (10) years and may continue to show the video to classes thereafter. If, after ten (10) years the City determines that the purpose of the video, as described in this paragraph, is better served by use of other materials or media, it may cease showing the video to each recruit class and shall notify the Releasing Party of such decision prior to doing so.

c. The City will provide information about affordable mental health counseling to families of individuals who are killed as the result of the use of deadly force by a LRPD officer. The decision on whether to seek counseling is a decision for the family member. The cost of the counseling is the responsibility of the person who participates in the counseling. Within six (6) months of the date of this Agreement, the City shall provide the Releasing Party with the information that it intends to give families of individuals who are killed as a result of use of deadly force by a LRPD officer. The City and LRPD retain the discretion to change or modify the information for any future incidents of deadly force that result in the death of a person.

d. The LRPD will provide additional training on the subjects of the use of force and de-escalation tactics to hopefully avoid the use of force where possible. This will include training on the following: (1) when it is appropriate to draw a firearm and, to the extent possible, planning

Page 3 of 20

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ahead to ensure that an officer's approach to a potential violent encounter is the best possible plan; and (2) how to approach occupied vehicles in high-risk encounters. Within six (6) months of the date of this Agreement, the City shall provide the Releasing Party with a written description of the additional training implemented pursuant to this Agreement. The Releasing Party acknowledges and agrees that, due to the evolving nature of the law and best police practices, the type, manner and extent of any such additional training, is a matter left to the sole discretion of the LRPD training staff and that the modifications to the training program provided to the Releasing Party are subject to change without notice.

6. In exchange for the above consideration, the receipt, sufficiency and adequacy of which is hereby expressly acknowledged, Releasing Party does hereby irrevocably and unconditionally release, acquit, remise, and forever discharge Released Party from any and all rights, promises, obligations, liens, claims, demands, liabilities, actions and causes of actions of whatever kind and character, in law or equity, in contract, tort or other, both known and unknown, disclosed and undisclosed, actual and consequential, specific and general, however denominated, including but not limited to those arising out of or in any way connected with the interaction or contact of whatever nature, of the Releasing Party with the Released Party and of the Released Party with any third party or parties, for any past or present claim, relief or cause of action, no matter how denominated, for income from any source, declaratory or injunctive relief, compensatory, liquidated or punitive damages, money, remuneration, or thing of value

Page 4 of 20

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whatsoever, by the Releasing Party against the Released Party, including, without limitation, and allegations, causes of action, claims and/or matters caused by, arising out of, related to or in any way connected with the association, affiliation, agency, contact, arrest, or interaction of whatever character or nature of Releasing Party with Released Party and of the Released Party with any third party or parties, and/or arising under, relating to or covered by any federal, state or local ordinance, law, statute, act, custom, usage, rule or regulation and including, without limitation, any claim or cause of action which was, or could have been stated in *Britney Walls, as Special Administratrix of the Estate of Bradley Blackshire v. Officer Charles Starks, Officer Michael Simpson and the City of Little Rock, Arkansas*, U.S.D.C. No. 4:19-CV-398-DPM. For avoidance of doubt, this release does not apply to claims unrelated to the facts and allegations which were or could have been made in the Plaintiff's complaint.

As further consideration, the Releasing Party agrees to dismiss with prejudice any and all claims against Separate Defendant Officer Charles Starks by a separate forthcoming agreement. The Releasing Party agrees that it will file a Motion to Voluntarily Dismiss the Complaint with prejudice pursuant to Fed. R. Civ. P. 41(a)(2), which shall not be opposed by the Released Party and Separate Party Charles Starks, upon final execution of this Agreement. The motion shall contain a provision which states that the Parties agree that the Court will retain jurisdiction of the litigation until the payment referred to in paragraph 5(a) of this Agreement is made. The Releasing Party understands and agrees that the payment to be made by the Released Party will not be made

Page 5 of 20

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until the Court's order dismissing the case with prejudice is filed for record by the Court. Upon receiving the payment referred to in paragraph 5(a), the Parties shall jointly notify the Court that the agreed payment has been made and the Court may relinquish jurisdiction over the case.

7. It is the express intent of the Releasing Party to enter into this full and final settlement and compromise of any and all claims against Released Party, whatsoever, arising out of events related to this complaint occurring up to and including the date of execution of this Release.

8. It is understood, agreed and stipulated between the Parties hereto that the consideration described herein is in complete and full accord, satisfaction and discharge of any and all doubtful or disputed claims, whatsoever.

9. The Releasing Party stipulates and agrees not to initiate, join in, continue and/or institute any legal proceedings or process based on the within described claims or causes of action before any administrative, judicial, or any other forum against the Released Party, whatsoever. Specifically, Releasing Party agrees that the instant agreement settles any and all claims or complaints that Releasing Party or anyone acting at Releasing Party's direction or advice might have filed with any state, local, or federal official, agency, or entity of whatever kind against the Released Party regarding the events which formed the basis of the lawsuit in this matter.

10. Releasing Party further agrees not to file nor permit to be filed on her behalf, any claim, charge or cause of action and will not permit herself to be a member of any potential or

Page 6 of 20

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existing class or representative action seeking relief for any matter specifically arising out of the shooting death of Bradley Blackshire, and/or will not counsel, participate, advance or assist in the prosecution of such claims, charge or cause of action against the Released Party for any claim or cause of action, specifically arising out of the shooting death of Bradley Blackshire unless ordered to do so by a Court of competent jurisdiction.

11. Released Party does not, by virtue of this Agreement, admit liability to anyone or any entity as a result of any incident, act or omission described in or cognizable by the aforementioned claims or causes of action. This Agreement is entered into for the sole purpose of settlement and compromise. It is stipulated and agreed that this Agreement and the negotiations of the Parties resulting in this Agreement shall not constitute admissible evidence of any matter for any purpose whatsoever, other than for the sole purpose of a claim of a breach of this Agreement.

12. This Agreement is not an admission by Released Party of any unlawful acts against Releasing Party or any other person whatsoever. Released Party specifically denies any violation of any act, statute or law whatsoever. Released Party denies and disclaims any liability to Releasing Party or any other person whatsoever.

13. Releasing Party warrants and represents: (1) that she is competent and entitled to give this complete release and discharge; (2) there are no prior assignments or transfers of any portion of or interest in any of his claims or causes of action; (3) there are no liens or claims of lien or assignments in law or equity or otherwise of or against the claims or causes of action of the

Page 7 of 20

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Releasing Party herein; and (4) Releasing Party is fully aware of all facts and rights and applicable law with regard to her claims and/or causes of action and is represented by counsel of her choice with respect to those claims and/or causes of action, and has had the full opportunity to review and approve the content and execution of this Agreement with her counsel.

14. The Releasing Party will indemnify and save harmless the Released Party herein from any loss, claim, expense, attorney fees, costs, demand, or cause of action of any kind or character through the assertion by any person of a claim or claims specifically arising out of the shooting death of Bradley Blackshire knowingly caused, counseled, initiated, aided, assisted or advanced by the Releasing Party, and from any loss incurred directly or indirectly by reason of a falsity of misrepresentation herein by the Releasing Party.

15. Should any part of this General Release and Settlement Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this General Release and Settlement Agreement.

16. It is agreed and stipulated between the Parties hereto that no federal taxes or state taxes have been withheld or paid from the monies paid to Releasing Party. The amount described herein is to be settlement for costs, attorneys' fees and/or for other damages allegedly incurred by Releasing Party. The Parties shall each file all required federal, state, and local income tax returns and related filings in a manner fully consistent with the provisions contained in this Agreement.

Page 8 of 20

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By: _____

Releasing Party agrees to pay any and all taxes that may become due on the amount paid by the Released Party in consideration for the foregoing Release, and to hold the Released Party harmless from any and all claims for any taxes thereon.

17. This Agreement contains the entire agreement, understanding and stipulation between the Parties hereto, none of whom admit allegations, defenses or other assertions made in any pleading filed in the aforementioned lawsuit. It fully and finally supersedes any and all prior negotiations, promises, agreements or understandings between the Parties hereto pertaining to the subject matter hereof. The Parties have had full possession of any and all facts with regard to the claims or rights of each other, and full access to respective counsel. The terms of this Agreement are contractual, not a mere recital, and may be enforced in court. This Agreement is executed in the State of Arkansas and in all respects shall be interpreted, enforced and governed under the laws of said State. Except as stated herein, the terms of this Agreement are executed without reliance upon any representation by the Released Party or any of its representatives.

19. The Releasing Party agrees to promptly take the necessary steps to obtain an order from the court to dismiss with prejudice the Complaint filed by the Releasing Party in *Britney Walls, as Special Administratrix of the Estate of Bradley Blackshire v. Officer Charles Starks, Officer Michael Simpson and the City of Little Rock, Arkansas*, U.S.D.C. No. 4:19-CV-398-DPM.

20. **THIS IS A FULL AND FINAL RELEASE. THE RELEASING PARTY HAS CAREFULLY READ THIS RELEASE AND EXECUTES THE SAME OF HER OWN**

Page 9 of 20

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FOR RELEASED PARTY

By: _____

By: _____

**FREE WILL WITH A FULL UNDERSTANDING OF AND VOLUNTARY AGREEMENT
TO ITS CONTENTS.**

WITNESS our signatures this _____ day of _____, 2021.

RELEASED PARTY:

RELEASING PARTY:

Bruce T. Moore, City Manager
City of Little Rock, Arkansas

Britney Walls, Special Administratrix for
the Estate of Bradley Blackshire, Deceased
Plaintiff

Michael Simpson

Omavi Shukur, Attorney for Plaintiff

David Owens, Attorney for Plaintiff

Lauren Johnson, Attorney for Plaintiff

Jon Loevy, Attorney for Plaintiff

Arthur Loevy, Attorney for Plaintiff

Cindy Tsai, Attorney for Plaintiff

Page 10 of 20

NOT TO BE FILED WITH ANY AGENCY OR COURT

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FOR RELEASED PARTY

By: _____

By: _____

We, Omavi Shukur, David Owens, Lauren Johnson, John Loevy, Arthur Levy and Cindy Tsai hereby acknowledge full, complete and final satisfaction of any and all costs, expenses and attorney's fees or liens for and/or on behalf of Releasing Party in this cause, whatsoever. We further state that this General Release and Settlement Agreement has been executed with our knowledge and approval. We hereby waive and/or release any and all claims for costs, expenses and/or attorney's fees, whatsoever, against the Released Party.

Omavi Shukur, Attorney for Plaintiff

Lauren Johnson, Attorney for Plaintiff

David Owens, Attorney for Plaintiff

Jon Loevy, Attorney for Plaintiff

Arthur Loevy, Attorney for Plaintiff

Cindy Tsai, Attorney for Plaintiff

Page 11 of 20

NOT TO BE FILED WITH ANY AGENCY OR COURT

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FOR RELEASED PARTY

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By: _____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss
COUNTY OF _____)

Personally appeared before me, the undersigned Notary Public, within and for the county and state aforementioned, Britney Walls, after being duly sworn, states that she has executed the foregoing instrument, styled General Release of All Claims and Settlement Agreement of her own will.

DATED THIS _____ DAY OF _____, 2021.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

Page 12 of 20

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FOR RELEASED PARTY

By: _____

By: _____

ACKNOWLEDGMENT

STATE OF _____)
) ss
COUNTY OF _____)

Personally appeared before me, the undersigned Notary Public, within and for the county and state aforementioned, Omavi Shukur, Attorney at Law, after being duly sworn, states that he has executed the foregoing instrument, styled General Release of All Claims and Settlement Agreement of his own will.

DATED THIS _____ DAY OF _____, 2021.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

Page 13 of 20

NOT TO BE FILED WITH ANY AGENCY OR COURT

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FOR RELEASED PARTY

By: _____

By: _____

ACKNOWLEDGMENT

STATE OF _____)
) ss
COUNTY OF _____)

Personally appeared before me, the undersigned Notary Public, within and for the county and state aforementioned, David Owens, Attorney at Law, after being duly sworn, states that he has executed the foregoing instrument, styled General Release of All Claims and Settlement Agreement of his own will.

DATED THIS _____ DAY OF _____, 2021.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

Page 14 of 20

NOT TO BE FILED WITH ANY AGENCY OR COURT

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FOR RELEASED PARTY

By: _____

By: _____

ACKNOWLEDGMENT

STATE OF _____)
) ss
COUNTY OF _____)

Personally appeared before me, the undersigned Notary Public, within and for the county and state aforementioned, Lauren Johnson, Attorney at Law, after being duly sworn, states that she has executed the foregoing instrument, styled General Release of All Claims and Settlement Agreement of her own will.

DATED THIS _____ DAY OF _____, 2021.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

Page 15 of 20

NOT TO BE FILED WITH ANY AGENCY OR COURT

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FOR RELEASED PARTY

By: _____

By: _____

ACKNOWLEDGMENT

STATE OF _____)
) ss
COUNTY OF _____)

Personally appeared before me, the undersigned Notary Public, within and for the county and state aforementioned, Arthur Loevy, Attorney at Law, after being duly sworn, states that he has executed the foregoing instrument, styled General Release of All Claims and Settlement Agreement of his own will.

DATED THIS _____ DAY OF _____, 2021.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

Page 16 of 20

NOT TO BE FILED WITH ANY AGENCY OR COURT

FOR RELEASING PARTY

FOR RELEASED PARTY

By: _____

By: _____

ACKNOWLEDGMENT

STATE OF _____)
) ss
COUNTY OF _____)

Personally appeared before me, the undersigned Notary Public, within and for the county and state aforementioned, Jon Loevy, Attorney at Law, after being duly sworn, states that he has executed the foregoing instrument, styled General Release of All Claims and Settlement Agreement of his own will.

DATED THIS _____ DAY OF _____, 2021.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

ACKNOWLEDGMENT

Page 17 of 20

NOT TO BE FILED WITH ANY AGENCY OR COURT

FOR RELEASING PARTY

FOR RELEASED PARTY

By: _____

By: _____

STATE OF ARKANSAS)
) ss
COUNTY OF _____)

Personally appeared before me, the undersigned Notary Public, within and for the county and state aforementioned, Cindy Tsai, after being duly sworn, states that she has executed the foregoing instrument, styled General Release of All Claims and Settlement Agreement of her own will.

DATED THIS _____ DAY OF _____, 2021.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

ACKNOWLEDGMENT

Page 18 of 20

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FOR RELEASING PARTY

FOR RELEASED PARTY

By: _____

By: _____

STATE OF ARKANSAS)
) ss
COUNTY OF _____)

Personally appeared before me, the undersigned Notary Public, within and for the county and state aforementioned, Bruce Moore, after being duly sworn, states that he has executed the foregoing instrument, styled General Release of All Claims and Settlement Agreement of his own will.

DATED THIS _____ DAY OF _____, 2021.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

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FOR RELEASED PARTY

By: _____

By: _____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss
COUNTY OF _____)

Personally appeared before me, the undersigned Notary Public, within and for the county and state aforementioned, Michael Simpson, after being duly sworn, states that he has executed the foregoing instrument, styled General Release of All Claims and Settlement Agreement of his own will.

DATED THIS _____ DAY OF _____, 2021.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

Page 20 of 20

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By: _____