

## CIVIL LITIGATION SETTLEMENT AGREEMENT

For good and valuable consideration and subject to the terms set forth herein, plaintiff Brett Lane, on behalf of herself, her heirs, beneficiaries, assigns, successors in interests, and agents (collectively "Ms. Lane"), hereby releases and forever discharges defendant State of Alaska, Department of Family and Community Service, Office of Children's Service and its agents, representatives, employees, servants, successors in interest, and assigns (collectively "OCS") from any and all actions, causes of actions, suits, controversies, claims, and damages of every kind and nature accrued or to accrue arising in any way out the events more particularly described in the case in *Lane v. v. State of Alaska, Department of Family and Community Services, Office of Children's Services, 4FA-17-02856 CI*, and *State of Alaska, Department of Family and Community Services, Office of Children's Services v. Lane, S-17943* (collectively "the civil litigation"). However, this Settlement Agreement does *not* affect Ms. Lane's worker's compensation claim, which is the subject of a separate Compromise and Release Agreement in her worker's compensation matter, AWCB Case No. 201702695.

In exchange for and in consideration of this Settlement Agreement, OCS agrees to pay to Ms. Lane the sum of \$1,800,000 (One Million Eight Hundred Thousand Dollars) due and payable upon enactment into law of a legislative appropriation expressly for the purpose of satisfying this settlement, which amount shall be submitted for inclusion in the judgment and claims bill during the 2025 legislative session. Interest shall be payable and shall accrue daily beginning March 2, 2020 at the rate of 8.50% or the 2025 post-judgment interest rate, whichever is greater, until paid in full. It is expressly agreed by the parties

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that this settlement will become void *ab initio* in the event the Alaska Legislature fails to appropriate and pay the settlement proceeds to Ms. Lane in 2025. As such, if the Legislature fails to appropriate the settlement proceeds, the civil litigation will proceed as if no settlement had been reached with all claims and defenses of the parties reinstated as of June 23, 2024. The civil litigation will be stayed pending payment of the settlement proceeds and, upon payment, the parties will file a stipulation to dismiss the civil litigation with prejudice.

By virtue of this settlement, Ms. Lane unequivocally releases OCS from any and all claims stemming from or related to the civil litigation, whether raised or not raised in the civil litigation, whether currently known or unknown, whether mature or to mature in the future, including but not limited to damages arising out of any and all personal injuries, economic loss, pain and suffering, legal expenses, and any and all other expenses and damages stemming from or relating in any way to the civil litigation. In executing this document Ms. Lane understands that she is settling all claims against OCS in the civil litigation and acknowledges the sufficiency of this settlement amount as full and final settlement of all claims against OCS in the civil litigation. Each party will bear its own attorneys' fees and costs.

It is Ms. Lane's intent in executing this document to unequivocally release and discharge OCS from any and all liability and not to make any further demands or claims for damages against OCS, regardless of when accruing, including subsequently discovered damages that relate in any way to the above-mentioned events and civil litigation. In this connection, Ms. Lane discussed this matter with her attorneys and other



advisors as she deemed appropriate, has been advised of and is familiar with the case of *Witt v. Watkins*, 579 P.2d 1065 (Alaska 1978), and desires to settle this matter in accord with the settlement amount and terms set forth in this agreement. Ms. Lane likewise acknowledges that she is aware of the decision by the Alaska Supreme Court in the case of *Young v. State*, 455 P.2d 889 (Alaska 1969), and that it is her true intent and desire hereby to fully release any and all individuals, firms, corporations, or other entities liable or who at any future date might be claimed to be liable from any and all claims, liabilities, damages, or suits of any kind, on account of or in any way relating to the civil litigation, whether or not they are specifically named in this agreement.

Ms. Lane affirms that she has each carefully read and initialed each page of this agreement, and that she understands the terms of this agreement, which she voluntarily accept, for the purpose of making a full and final compromise and settlement of all claims disputed or otherwise for or on account of the events described above in the civil litigation. Ms. Lane also states that no promise or inducement that is not herein expressed has been made to secure this settlement. Ms. Lane further agrees that the settlement which led to the execution of this agreement was not secured under duress or in haste at the instigation of OCS and that she is not, in agreeing to this settlement, at a bargaining disadvantage because of the nature of the suit, or any injury, loss, or damage, or for any other reason.

It is understood that this agreement represents the final settlement and compromise of disputed claims and that by reason of this agreement neither party admits any disputed issues relating to the civil litigation. Neither this agreement, nor any document executed

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pursuant to it, nor any act taken to negotiate it or carry it out, in part or in whole, shall be offered or received in evidence in any action or proceeding in any court, administrative agency, or other tribunal for any purpose whatsoever other than to enforce this agreement and any related agreement or order of the court.

Ms. Lane expressly agrees that at the time of the signing of this agreement 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 civil litigation. Other than the Medicaid lien recorded as Document 2024-011962-0 in the amount of \$7,564.33, which OCS will separately satisfy, Ms. Lane further agrees to indemnify and hold OCS harmless should any subrogated party or lienholder (e.g., insurer, attorney, or other creditor) make any demands for reimbursement against OCS for monies or services provided relating to the civil litigation.

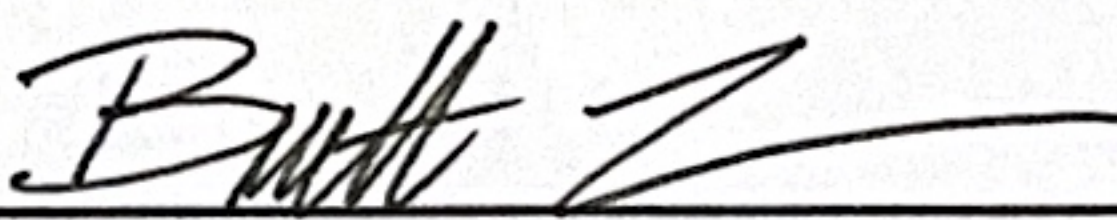
This Civil Litigation Settlement Agreement shall be construed, enforced, and administered in accordance with the laws of the State of Alaska. All parties to the litigation and this agreement acknowledge that they and their counsel have participated or have been given the opportunity to participate in the negotiation and preparation of this agreement and agree that any rule or rules of construction requiring ambiguities in an agreement to be construed and resolved against the drafting party shall not be employed in construction and enforcement of this agreement. Each party to the litigation shall bear its own attorneys' fees and costs arising from the actions of its own counsel in connection with the litigation, this agreement, the filing of a stipulation for dismissal, and all related matters.



Ms. Lane declares that each of the terms of this agreement has been carefully read and that the terms of this agreement are fully understood and voluntarily accepted for the purpose of making a full and final compromise of her claims in the civil litigation.

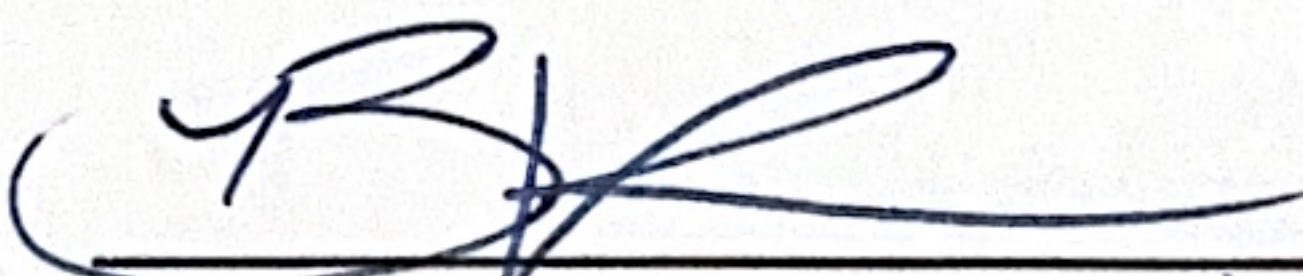
Ms. Lane understands that the provisions of this agreement are contractual and are not merely recitals and that she has read the foregoing agreement, understands the terms of this agreement, and signs the same as a voluntary act and deed.

DATED: 07/03/24

  
Brett Lane

SUBSCRIBED AND SWORN to before me by Brett Lane on this 3<sup>rd</sup> day of July, 2024.



  
Notary Public for ~~Alaska~~ Washington  
My Commission expires: 08/12/2026