

## MUTUAL SETTLEMENT AGREEMENT & GENERAL RELEASE

This settlement agreement and mutual release is entered into by and between Emily F. Gorcenski and Kristopher C. Goad (hereinafter referred to as the "First Parties"), and Christopher Cantwell (hereinafter "Second Party")(collectively, the "Parties"), as of the dates set forth below.

WHEREAS, various disputes and controversies have arisen and/or been contemplated by and between First Parties and Second Party, including, without limitation, the disputes, claims, and counterclaims stated by the Parties in civil proceedings brought in the U.S. District Court for the Western District of Virginia, captioned *Cantwell v. Gorcenski, et al*, Case No. 3:17-CV-00089;

WHEREAS, in lieu of the expense and time involved in litigation, the Parties have agreed to the resolution, compromise and settlement of all disputes, claims and controversies among them as provided herein;

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

BE IT KNOWN, that First Parties do each hereby remise, release, acquit, satisfy, and forever discharge the Second Party, his heirs, successors, agents or attorneys, of and from all manner of action(s), cause(s) of action, suits, debts, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which said First Parties ever had, now has, or which any personal representative, successor, heir or assign of said First Parties, hereafter can, shall or may have, against said Second Party, by reason of any matter, cause or thing whatsoever, from the beginning of time to the date of this instrument.

BE IT FURTHER KNOWN, that Second Party does hereby remise, release, acquit, satisfy, and forever discharge each of the First Parties, their heirs, successors, agents or attorneys, of and from all manner of action(s), cause(s) of action, suits, debts, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which said Second Party ever had, now has, or which any personal representative, successor, heir or assign of said Second Party, hereafter can, shall or may have, against either of said First Parties, by reason of any matter, cause or thing whatsoever, from the beginning of time to the date of this instrument.

The Parties agree that this agreement may be executed in two or more counterparts, each of which shall constitute and original and binding copy of this agreement, albeit one and the same instrument. Executed photocopies of this agreement shall be as binding as the original.

IN WITNESS WHEREOF, each of the Parties have hereunto set his/her hand and seal.

**FIRST PARTIES**

\_\_\_\_\_  
\_\_\_\_\_

Kristopher C. Goad

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Emily F. Gorcenski

Date: \_\_\_\_\_

**SECOND PARTY**

  
10-22-2018

Christopher Cantwell