

BETHANY A. GAUTHREAUX

NUMBER: 640700 SECTION: 24

19TH JUDICIAL DISTRICT COURT

VERSUS

**STATE OF LOUISIANA, THROUGH
THE DEPARTMENT OF HEALTH
AND HOSPITALS, ET AL**

**PARISH OF EAST BATON ROUGE

STATE OF LOUISIANA**

RECEIPT AND RELEASE

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, a Notary Public in and for the aforesaid Parish and State, personally came and appeared:

BETHANY A. GAUTHREAUX

a person of the full age of majority and domiciled in the Parish of Livingston, State of Louisiana;

who, after being duly sworn, stated:

THAT she does, by these presents, hereby acknowledge she has this day received the total sum of FORTY THOUSAND AND NO/100 (\$40,000.00) DOLLARS, in cash, in a lump sum, to be allocated as follows:

1. SIXTEEN THOUSAND AND NO/100 (\$16,000.00) DOLLARS to Jill L. Craft representing attorney's fees in the captioned litigation; and,
2. TWENTY-FOUR THOUSAND AND NO/100 (\$24,000.00) DOLLARS to Bethany A. Gauthreaux in payment of claims for bodily injury and/or personal injuries, not in the nature of a claim for lost wages.

THAT for and in consideration of the payment of the aforesaid amount this day received by BETHANY A. GAUTHREAUX, in the above entitled and numbered suit, she does hereby release, acquit and forever discharge THE STATE OF LOUISIANA, THROUGH THE DEPARTMENT OF HEALTH AND HOSPITALS, its and/or their family members, insurers, insureds, uninsureds, underinsureds, employers, employees, agents, representatives, directors, officers, heirs, successors, predecessors, assigns, affiliated and/or subsidiary and/or parent companies, and any and all other persons, firms, corporations, partnerships and parties whomsoever [hereinafter "released parties"], of and from any and all past, present and/or future claims, demands, causes of action and rights of

action whatsoever, known and unknown, anticipated and unanticipated, which BETHANY A. GAUTHREAUX may or might have and/or to result from her employment with the State of Louisiana through the Department of Health and Hospitals, including, without limitation whatsoever, any and all claims, rights of action for past, present and/or future bodily and personal injuries, physical and mental pain and suffering, mental anguish, disability, disfigurements, loss of wages or income, loss of future earning capacity, penalties, punitive and/or exemplary damages, wrongful termination, discrimination, including any alleged violation of the Civil Rights Act of 1964, and/or the Louisiana Employment Discrimination Law, claims under the Family Medical Leave Act, attorney's fees, medical expenses, liens, other expenses, costs, property damage, loss of consortium, loss of love and affection, wrongful death and survivor's actions, and any consequences of the foregoing.

THAT the aforesaid amount received by BETHANY A. GAUTHREAUX, is also received in full, final and complete compromise settlement of any and all claims against released parties in the suit entitled "*Bethany A. Gauthreaux v. the State of Louisiana through the Department of Health and Hospitals, et al*" bearing Number 640,700, Section 24, on the docket of the 19th Judicial District Court for the Parish of East Baton Rouge, State of Louisiana, and BETHANY A. GAUTHREAUX, does hereby authorize and direct Jill L. Craft, attorney, to dismiss the suit with full prejudice to all of the rights of BETHANY A. GAUTHREAUX, against the released parties.

Only the consideration herein stated in the above entitled and numbered suits have been paid or agreed to be paid for this release and the covenants herein contained, and it is understood and agreed that this payment is made in settlement of a disputed claim and by way of compromise agreement to avoid further litigation in the above-named suit; it is not to be construed as an admission of liability of any nature whatsoever on the part of the parties therein; that in making this settlement and release, BETHANY A. GAUTHREAUX, is relying wholly upon the judgment, belief and knowledge of the nature, extent and duration of the injuries and damages sustained, together with the advice and counsel of Jill L. Craft, attorney of record.

Appearer, BETHANY A. GAUTHREAUX, further agrees and warrants that she has not been a patient in any Veterans Administration Hospital or any other state supported charity hospital for any injuries arising out of the occurrences referred to hereinabove. Appearer, BETHANY A. GAUTHREAUX, further agrees that she has received no treatment or supplies from any Medicaid

provider or state facility as contemplated by LSA-R.S. 46:446.1. However, Appearer, BETHANY A. GAUTHREAUX, expressly agrees to defend, indemnify and hold harmless the released parties from and against any and all claims made by any state or federally supported charity hospital under 42 USC 2651, et seq. or LRS 9:4753, et seq. or IRS 46:8, et seq. relative to medical treatment relating to injuries allegedly sustained in the aforementioned occurrences.

Appearer, BETHANY A. GAUTHREAUX, further agrees to indemnify, hold harmless and provide a defense to the released parties, including the released parties' counsel, in the event a claim is brought on behalf of Medicare and/or Medicaid.

Appearer, BETHANY A. GAUTHREAUX, her heirs, successors, and assigns or anyone claiming through her, further agrees to defend, indemnify and hold forever harmless the said parties herein released of and from any and all further claims that have been or may be asserted by BETHANY A. GAUTHREAUX or by anyone claiming through her because of the damages, loss or expense suffered in the aforesaid occurrences, whether such claim is made by way of indemnity, contribution, assignment, subrogation, lien or otherwise.

For consideration stated reciprocally between the parties, they hereby consent to the settlement and its terms.

All parties agree that the terms of this settlement will remain confidential.

THUS DONE AND SIGNED, before the undersigned competent witnesses and me, Notary, after due and complete reading of the whole at Baton Rouge, Louisiana, on this 8 day of May, 2017.

WITNESSES:

Athea Weber
Kathryn Gray

Bethany A. Gauthreaux
BETHANY A. GAUTHREAUX

Crystal Bounds
NOTARY PUBLIC
Printed Name: Crystal Bounds
Notary No.: 27420
Commission Term: at death