

RELEASE AND SETTLEMENT AGREEMENT

WHEREAS, an action is pending in the U.S. District Court for the Eastern District of Arkansas, styled *Mara Leveritt v. Arkansas Supreme Court Committee on Professional Conduct et al.*, No. 4:11-cv-803 KGB (hereinafter referred to as the "Action"), and

WHEREAS, the defendants in the Action, the Arkansas Supreme Court Committee on Professional Conduct and Stark Ligon, in his official capacity as Executive Director (collectively referred to as "Defendants") deny that they, or any officer, employee, or agent, have engaged in any wrongful, tortious, or unlawful conduct of any kind, and

WHEREAS, Mara Leveritt (referred to as "Plaintiff") and Defendants desire to compromise and settle the Action to avoid the costs and uncertainties of continued litigation;

NOW, THEREFORE, Plaintiff and Defendants agree to the following terms as full and final satisfaction of any and all claims, including any and all claims for costs and attorneys' fees, which were raised by the Plaintiff in the Action or could have been raised by the Plaintiff in the Action.

1. ACTION TO BE TAKEN BY DEFENDANTS. Within 15 days following the execution of this Agreement by both parties, the Defendants will petition the Arkansas Supreme Court to amend Section 6(A)(3) of the Procedures of the Arkansas Supreme Court Regulating Professional Conduct of Attorneys at Law ("Procedures") so that it reads as follows:

6(A)(3). These provisions of privilege and confidentiality shall apply to complainants, except that a complainant may disclose the fact that he or she has submitted a complaint to the Office of Professional Conduct and the contents of the complaint.

2. ACTION TO BE TAKEN BY PLAINTIFF. Within 10 days after the Arkansas Supreme Court amends Section 6(A)(3) of the Procedures in the manner set forth in Section 1 of this Agreement, Plaintiff will move to dismiss the Action with prejudice.

3. COMPLETE RELEASE AND WAIVER. Plaintiff waives, releases, relinquishes, and forever discharges Defendants from all claims or causes of action, known or unknown, in connection with the Committee's rules regarding the confidentiality of its proceedings or the duty of confidentiality owed by complainants or other participants. Plaintiff's release and waiver includes any claim for damages, attorneys' fees, costs, or recovery of any type against Defendants or their officers, officials, employees, or agents, in their official or individual capacities.

4. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties. Plaintiff and Defendants have not relied upon any promise or statement, oral or written, that is not set forth in this Agreement.

5. MODIFICATION. Plaintiff and Defendants agree that this Agreement may not be modified, amended, or altered except by a written agreement executed by all parties.

6. VOLUNTARY AGREEMENT. Plaintiff and Defendants acknowledge that each has read this Agreement, that each has had the opportunity to consult with legal counsel of their choosing concerning the advisability, meaning and effect of this Agreement, and that each has signed this Agreement voluntarily and without duress.

7. NO RESCISSION FOR MISTAKE. Plaintiff and Defendants acknowledge that each has had the opportunity to investigate the facts and law relating to the claims raised in the Action and any additionally waived and released claims to the extent each deems necessary and appropriate. Plaintiff and Defendants assume the risk of any mistake of fact or law and agree that any mistake of fact or law shall not be grounds for rescission or modification of any part of this Agreement.

8. NO ADMISSION OF LIABILITY. Plaintiff and Defendants acknowledge that this Agreement is a compromise and is not an admission of liability or wrongdoing on the part of Defendants, or

any officer, employee or official of any defendant. Plaintiff agrees not to suggest or construe this Agreement as an admission or implication of wrongdoing and that the Agreement is not admissible in any court or administrative body except as necessary to enforce its terms or as otherwise required by law.

9. CHOICE OF LAW. This Agreement shall be governed by and construed in accordance with the substantive law of the State of Arkansas.

10. COUNTERPARTS. This Agreement may be executed in counterparts and the counterparts, taken together, will have binding effect.

PLAINTIFF

By: Mara Lemerutt

Title: _____

Date: 12/11/12

[Signature]
Attorney for Plaintiff

DEFENDANTS

By: Win Zoffner

Title: Chair Supreme & Arkansas Committee on Defense Counsel

Date: 12/13/12

By: Stark Ligon
STARK LIGON

Title: EXECUTIVE DIRECTOR

Date: 12/12/2012