

PARTIAL WAIVER AND RELEASE AGREEMENT

WHEREAS, as used herein the term "PLAINTIFF" refers to Layla Soliz, her heirs, executors, representatives, attorneys, agents, administrators, survivors, assigns, and anyone else claiming through her.

WHEREAS, as used herein the term "RELEASEE(S)" refer(s) to: Knox County, Tennessee ("Knox County"), including all subdivisions, departments, all current and former elected officials, officers and employees, including Jonathon Burgess in his individual capacity; and their attorneys.

WHEREAS, Plaintiff filed a legal action in the United States District Court for the Eastern District of Tennessee, styled *Soliz v. Knox County, Tennessee, et al*, No. 3:24-cv-405 (hereinafter the "Complaint"), alleging violations of her religious freedoms. Defendant Knox County and Defendant Jonathon Burgess both denied Plaintiff's legal and factual contentions, maintaining that Plaintiff was not entitled to any relief.

WHEREAS, As a result of a judicial settlement conference held on March 11, 2025 and further discussions, Plaintiff and Releasees have mutually resolved all claims for statutory and common law damages arising from the subject matter of the Complaint, reserving for further litigation Plaintiff's claims for equitable relief and attorneys' fees.

WHEREAS, in settling Plaintiff's claims for damages, neither party admits any fault, wrongdoing, or violation of any law. This Release shall not be construed as an admission of liability by Releasees. Rather, this Release is entered for purposes of a peaceable resolution of all outstanding claims for damages and to avoid further costs and expenses associated with litigation over Plaintiff's damages claims.

Now, therefore, the parties agree as follows:

1. For and in consideration of a payment by Knox County to the PLAINTIFF of a total of \$71,500, and other good and valuable consideration set forth in this AGREEMENT, the receipt and sufficiency of which is hereby acknowledged, PLAINTIFF voluntarily and by her own free will does hereby waive and release RELEASEES from any and all claims for damages as defined above, reserving for further litigation Plaintiff's claims for equitable relief and attorneys' fees. RELEASEES are therefore released from liability for any and all claims for damages of any type including, but not limited to, compensatory and punitive damages.

Approved: DAH FAF DSW Settlement funds shall be paid by check made out to Horwitz Law, PLLC IOLTA. Horwitz Law, PLLC

2. [^]PLAINTIFF shall provide Knox County with an IRS W-9 form before the settlement funds are paid. With respect to any potential tax liability for the amount to be reported on an IRS form 1099, PLAINTIFF agrees that she shall be responsible for any federal income tax, self-employment tax, and Medicare tax owed as the result of the monies paid and reported to the

IRS under this AGREEMENT. PLAINTIFF also agrees to indemnify and hold harmless RELEASEES from any claims related to such tax liability, including but not limited to, attorneys' fees incurred by the RELEASEES relating to any tax liability issue arising out of this settlement.

3. PLAINTIFF understands and agrees that this settlement is the result of a compromise of a disputed claim, that the payment shall not to be construed as an admission of liability on the part of RELEASEES, and that RELEASEES expressly deny any liability to the PLAINTIFF.

4. PLAINTIFF acknowledges that the compensation paid to her is less than the total damages she claims to have suffered; nevertheless, PLAINTIFF accepts such compensation in full and complete satisfaction, compromise, and settlement for all of the PLAINTIFF'S damages claims against RELEASEES as defined above.

5. PLAINTIFF represents and warrants that no outstanding medical, doctor, hospital, ambulance, or other claim for medical expenses exists related to her claims, and PLAINTIFF warrants that no provider of healthcare or any payer of medical or other benefits has any unsatisfied lien or subrogation related to her claims. If any unsatisfied lien or subrogation interest does exist, then PLAINTIFF agrees to indemnify and hold harmless RELEASEES from any and all such claims made by third parties against them for damages or expenses relating to such liens or interests.

6. PLAINTIFF represents and warrants that she is not a Medicare beneficiary and has duly considered Medicare's interests in accordance with applicable law. The parties have not shifted responsibility of medical treatment to Medicare in contravention of 42 U.S.C. § 1395Y(b). If it is later determined that additional monies are owed to Medicare/CMS, then PLAINTIFF agrees to indemnify and hold harmless RELEASEES from all such claims.

7. With respect to the pending lawsuit, PLAINTIFF agrees that by signing this agreement, immediately upon payment of the monetary consideration provided in paragraph "1" of this AGREEMENT, Releasees' attorneys are authorized to cause to be filed a stipulation of dismissal of Jonathon Burgess with full prejudice. Said stipulation shall be in the form attached hereto as Exhibit A and shall include the electronic signature of /s Daniel A. Horwitz.

8. With respect to the pending lawsuit, PLAINTIFF agrees that by signing this agreement, immediately upon payment of the monetary consideration provided in paragraph "1" of this AGREEMENT, Releasees' attorneys are authorized to cause to be filed a stipulation of dismissal with prejudice all claims for damages, reserving her remaining claims for equitable relief and attorneys' fees. Said stipulation shall be in the form attached hereto as Exhibit B and shall include the electronic signature of /s Daniel A. Horwitz.

9. With respect to the pending lawsuit, PLAINTIFF agrees that by signing this agreement, immediately upon payment of the monetary consideration provided in paragraph "1"

of this AGREEMENT, Releasees' attorneys are authorized to cause to be filed a stipulation that neither the publication of her un-covered photograph nor the fact or existence of this Agreement will be offered into evidence. Said stipulation shall be in the form attached hereto as Exhibit C and shall include the electronic signature of /s Daniel A. Horwitz.

10. With respect to the pending lawsuit, PLAINTIFF agrees that by signing this agreement, immediately upon payment of the monetary consideration provided in paragraph "1" of this AGREEMENT, Releasees' attorneys are authorized to cause to be filed a stipulation that Plaintiff will not seek written or oral discovery relating to the publication of the uncovered photograph, will not seek to depose Jonathon Burgess, and will not seek to call Jonathon Burgess as a witness at any trial or hearing. Said stipulation shall be in the form attached hereto as Exhibit D and shall include the electronic signature of /s Daniel A. Horwitz.

11. With respect to the pending lawsuit, PLAINTIFF agrees that by signing this agreement, immediately upon payment of the monetary consideration provided in paragraph "1" of this AGREEMENT, Releasees' attorneys are authorized to cause to be filed a stipulation that any genuine issues of material fact concerning Plaintiff's remaining equitable claims will be decided by a jury rather than the Court. Said stipulation shall be in the form attached hereto as Exhibit E and shall include the electronic signature of /s Daniel A. Horwitz.

12. PLAINTIFF declares and represents that no promise, inducement, or agreement, not herein expressed, has been made to her, that this AGREEMENT contains the entire agreement between the parties hereto, and that the terms of this AGREEMENT are contractual and not a mere recital.

13. As additional consideration for this AGREEMENT, if either party unsuccessfully challenges the validity of this AGREEMENT the challenging party shall pay all costs incurred in defending against the challenging of this AGREEMENT, including a reasonable attorney's fee.

14. The parties acknowledge that each provision of this AGREEMENT is a material term to this contract.

15. If any provision of this AGREEMENT is unenforceable, the remaining provisions shall remain in full force and effect.

16. PLAINTIFF certifies and acknowledges that she has fully read, or had read to her, this AGREEMENT, that this AGREEMENT has been explained to her by her attorney, and that she fully understands the terms of this AGREEMENT.

This the 15 day of March, 2024.

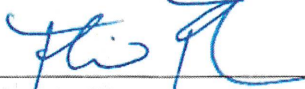
PLAINTIFF:


Layla Soliz (Mar 14, 2025 19:26 EDT)

Layla Soliz

RELEASEES:

KNOX COUNTY, TN

by 
Federico A. Flores
its Deputy Law Director

Jonathon Burgess

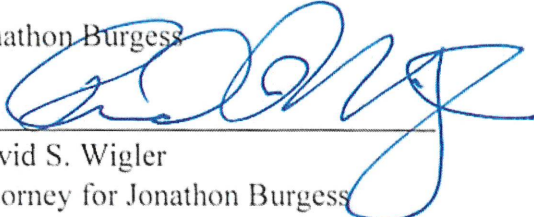
by 
David S. Wigler
Attorney for Jonathon Burgess

Exhibit A

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TENNESSEE**

LAYLA SOLIZ,

Plaintiff,

v.

KNOX COUNTY, TENNESSEE; *et al.*

Defendants.

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No. 3:24-cv-00405-TAV-JEM

JOINT MOTION TO DISMISS DEFENDANT BURGESS WITH PREJUDICE

Come now the Parties, through counsel, and pursuant to Federal Rule of Civil Procedure 21 (“On motion or on its own, the court may at any time, on just terms, add or drop a party.”), jointly move to dismiss Defendant Burgess only from this action with prejudice. As grounds, the Parties represent that all claims involving Defendant Burgess that are now pending before the Court, and all claims involving Defendant Burgess that are now asserted, or that could in the future be asserted, by or against Defendant Burgess, have been settled and compromised on terms acceptable to the Parties. Thus, all Parties jointly stipulate to Defendant Burgess’s dismissal from this action with prejudice.

Respectfully submitted,

/s/ Daniel A. Horwitz

DANIEL A. HORWITZ, BPR #032176

SARAH L. MARTIN, BPR #037707

MELISSA K. DIX, BPR #038535

HORWITZ LAW, PLLC

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Counsel for Plaintiff

/s/ Federico Flores

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/s/ David Wigler

David Wigler

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David.Wigler@knoxcounty.org

Counsel for Defendants

CERTIFICATE OF SERVICE

I certify that on March 14, 2025, a copy of this document was served via the Court's ECF system upon:

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David.Wigler@knoxcounty.org

Counsel for Defendants

/s/ DANIEL A. HORWITZ
DANIEL A. HORWITZ

Exhibit B

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TENNESSEE**

LAYLA SOLIZ,

Plaintiff,

v.

KNOX COUNTY, TENNESSEE; *et al.*

Defendants.

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No. 3:24-cv-00405-TAV-JEM

JOINT STIPULATION TO DISMISS PLAINTIFF'S CLAIMS FOR DAMAGES

Come now the Parties, through counsel, and jointly advise the Court that all claims for monetary damages asserted by the Plaintiff have been settled and compromised. As a result, the Parties jointly stipulate to the dismissal of all of the Plaintiff's claims for monetary damages asserted in this action. For avoidance of doubt, all of the Plaintiff's claims for injunctive relief, declaratory relief, and attorney's fees remain pending and are unaffected by this stipulation.

Respectfully submitted,

/s/ Daniel A. Horwitz

DANIEL A. HORWITZ, BPR #032176

SARAH L. MARTIN, BPR #037707

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Counsel for Plaintiff

/s/ Federico Flores

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/s/ David Wigler

David Wigler

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Counsel for Defendants

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Counsel for Defendants

/s/ DANIEL A. HORWITZ
DANIEL A. HORWITZ

Exhibit C

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TENNESSEE**

LAYLA SOLIZ,

Plaintiff,

v.

KNOX COUNTY, TENNESSEE; *et al.*

Defendants.

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No. 3:24-cv-00405-TAV-JEM

JOINT STIPULATION CONCERNING TRIAL EVIDENCE

By stipulation of the Parties, neither: (1) the fact of the Defendants' publication to the public of the Plaintiff's uncovered booking photograph; nor (2) the fact or existence of the *Partial Waiver and Release Agreement* attached here as **Ex. A**, shall be offered into evidence by the Parties at trial.

Respectfully submitted,

/s/ Daniel A. Horwitz

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SARAH L. MARTIN, BPR #037707

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/s/ Federico Flores

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/s/ David Wigler

David Wigler

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Counsel for Defendants

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Counsel for Defendants

/s/ DANIEL A. HORWITZ
DANIEL A. HORWITZ

Exhibit D

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TENNESSEE**

LAYLA SOLIZ,

Plaintiff,

v.

KNOX COUNTY, TENNESSEE; *et al.*

Defendants.

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No. 3:24-cv-00405-TAV-JEM

JOINT STIPULATION CONCERNING DISCOVERY

By stipulation of the Parties, the Plaintiff has agreed: (1) not to seek written or oral discovery related to the publication of her uncovered booking photograph to the public; (2) not to depose Defendant Burgess; and (3) not to call Defendant Burgess as a witness at any trial or hearing.

Respectfully submitted,

/s/ Daniel A. Horwitz

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/s/ David Wigler

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Counsel for Defendants

/s/ DANIEL A. HORWITZ
DANIEL A. HORWITZ

Exhibit E

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TENNESSEE**

LAYLA SOLIZ,

Plaintiff,

v.

KNOX COUNTY, TENNESSEE; *et al.*

Defendants.

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No. 3:24-cv-00405-TAV-JEM

**JOINT STIPULATION TO JURY RESOLUTION OF ANY GENUINE
DISPUTES OF MATERIAL FACTS**

By stipulation of the Parties, any genuine issues of material fact concerning the Plaintiff's claims for permanent injunctive and declaratory relief shall be decided by a jury.

Respectfully submitted,

/s/ Daniel A. Horwitz

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/s/ David Wigler

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Counsel for Defendants

/s/ DANIEL A. HORWITZ
DANIEL A. HORWITZ