

SETTLEMENT AGREEMENT AND COMPLETE RELEASE OF ALL CLAIMS

This Settlement Agreement and Complete Release of All Claims (“Agreement”) is entered into by Plaintiff Alexis Luttrell, a resident of Germantown, Tennessee, and Defendant City of Germantown, Tennessee.

DEFINITIONS

As used in this Agreement:

“Defendant” includes the City of Germantown, Tennessee (“Germantown”), any and all of Germantown’s past, present, and future mayors, aldermen, departments, administrators, employees, agents, insurers, reinsurers, claims adjusters, and attorneys.

“Plaintiff” includes Alexis Luttrell, herself, heirs, assigns, executors, administrators, agents, attorneys, representatives, and all other persons or entities claiming through Alexis Luttrell.

“Section 11-33” means Section 11-33 of Germantown’s Code of Ordinances, which, before its repeal in April 2025, read as follows:

Sec. 11-33. - Holiday/seasonal/special event decorations.

- (a) Holiday and seasonal decorations, including, but not limited to, holiday lights on houses or in the yard or shrubbery, yard ornaments or decorations, and the like, shall not be installed or placed more than 45 days before the date of the holiday for which said decorations are intended and shall be removed within a reasonable period of time, not to exceed 30 days, following the date of the holiday for which said decorations were intended. Holiday lights, even if not illuminated, are not permitted to remain on any house or structure year-round.
- (b) Temporary residential and non-residential lighting displays shall not be installed or placed more than ten days prior to the special event and no more than 30 days total.

RECITALS

WHEREAS, Plaintiff has incorporated decorative skeletons into various

holiday displays in her yard, including into a Christmas display in December 2024 and January 2025;

WHEREAS, on January 6, 2025, Defendant cited Plaintiff for allegedly violating Section 11-33;

WHEREAS, Plaintiff filed a lawsuit against Defendant in the United States District Court for the Western District of Tennessee, captioned *Alexis Luttrell v. City of Germantown, Tennessee*, Case No. 2:25-cv-02153 (the “Lawsuit”);

WHEREAS, Plaintiff alleged in the Lawsuit that Defendant violated the First and Fourteenth Amendments to the United States Constitution by maintaining and enforcing Section 11-33 against Plaintiff and other residents of Germantown;

WHEREAS, Defendant denies liability on the allegations alleged in the Lawsuit;

WHEREAS, on March 6, 2024, Defendant dismissed its citation against Plaintiff;

WHEREAS, on April 28, 2025, Defendant repealed Section 11-33 from its Code of Ordinances;

WHEREAS, Plaintiff and Defendant wish to resolve with prejudice all disputes and claims raised in the Lawsuit;

NOW, THEREFORE, in consideration of the promises and consideration set forth herein, the adequacy and sufficiency of which are hereby acknowledged, Plaintiff and Defendant compromise and settle the Lawsuit under the terms provided in this Agreement. The foregoing recitals are a substantive part of this Agreement.

I. CONSIDERATION AND RELEASE OF CLAIMS

(A) Dismissal of the Lawsuit: Plaintiff agrees to dismiss with prejudice all claims asserted in the Lawsuit or that could have been asserted in the Lawsuit in accordance with the process set forth in this Agreement.

(B) Section 11-33: Defendant has repealed Section 11-33 from its

Code of Ordinances and does not intend to reinstate Section 11-33 as written prior to its repeal.

(C) Citation Under Section 11-33: Defendant has dismissed the citation against Plaintiff and agrees not to issue any further citations to Plaintiff under repealed Section 11-33.

(D) Damages, Attorneys' Fees, and Costs: Defendant agrees to pay the sum of \$24,999.00 in complete, full, and final satisfaction of any and all attorneys' fees, costs, or other sums recoverable in the Lawsuit (the "Payment"). In accordance with Section III of this Agreement, the Payment shall be paid by check payable to the Foundation for Individual Rights and Expression, which will be responsible for any disbursement of funds to Plaintiff and all other counsel representing Plaintiff in the Lawsuit as appropriate.

(E) Release by Plaintiff: Plaintiff hereby releases, discharges, foregoes, and gives up any and all claims Plaintiff may have against Defendant as of the date of execution of this Agreement, and any and all claims that have been or could have been asserted against the Defendant, arising out of the allegations, circumstances, or facts set forth in, underlying, or relating to the Lawsuit or the alleged invalidity of Section 11-33 (hereinafter "the Claims").

(F) Release by Defendant: Defendant hereby releases, discharges, foregoes, and gives up any and all claims Defendant may have against Plaintiff as of the date of execution of this Agreement, and any and all claims that have been or could have been asserted against the Plaintiff, arising out of the allegations, circumstances, or facts set forth in, underlying, or relating to the Lawsuit or Plaintiff's alleged violation of Section 11-33.

II. AUTHORITY TO EXECUTE AGREEMENT

Plaintiff and Defendant represent and certify that they each have full authority to sign this Agreement, and that no further approvals or consents by any other persons or entities are necessary for Plaintiff and Defendant, respectively, to enter this Agreement and fulfill the conditions herein.

III. EFFECTIVE DATE OF AGREEMENT AND TIME FOR PAYMENT

This Agreement shall be effective as of the last date it is signed by all parties ("Effective Date").

Within five business days of the Effective Date, Germantown or its agent or insurer shall mail, via overnight Federal Express with tracking information provided to Plaintiffs' counsel by email to colin.mcdonell@thefire.org, the Payment check described in this Agreement to:

Colin McDonell
Foundation for Individual Rights and Expression (FIRE)
510 Walnut Street, Suite 900
Philadelphia, PA 19106

Within five business days of the Effective Date, Plaintiff shall file in the Lawsuit a stipulation of dismissal with prejudice, attached as Exhibit A.

IV. MISCELLANEOUS

(A) This Agreement is a general release and is intended by the parties to be interpreted as broadly as possible, such that neither party shall have any further obligation or liability of any nature whatsoever to the other party for the Claims, except as otherwise expressly provided in this Agreement. Both parties understand and acknowledge that they subsequently may discover facts in addition to or different from those that they now know or believe to be true with respect to the Claims and that they may have sustained or may yet sustain damages, costs, or expenses that arise out of the Claims but are presently unknown. The parties acknowledge, however, that they have negotiated, agreed upon, and entered into this Agreement in light of that situation, and, therefore, both parties knowingly and intentionally waive any and all rights they may have under any state or federal statute or common law principle that would otherwise limit the effect of this Agreement to the Claims known or suspected as of the date this Agreement is executed.

(B) Each party relies wholly upon his, her, or its own judgment, belief, and knowledge of the nature, extent, effect, and duration of his, her, or its alleged damages and the liability therefor, and each party agrees that this Agreement has been made and executed without reliance upon any statements or representations of the other party; his, her, or its attorneys or representatives other than as set forth herein.

(C) Each party shall bear his, her, or its own attorneys' fees, costs, and expenses arising from the negotiation, preparation, and implementation of this Agreement, other than any fees or costs necessary to enforce this Agreement.

(D) This Agreement shall be governed by the laws of the State of Tennessee, notwithstanding choice of law principles. Should any of this Agreement's terms or provisions be deemed illegal, invalid, null, void, or inoperative for any reason, the terms and provisions of the Agreement are severable, and the remaining terms and provisions shall not be affected thereby and shall retain full force and effect. In any action to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

(E) This Agreement contains the entire understanding between Plaintiff and Defendant. This Agreement supersedes any prior written or oral understandings or agreements. This Agreement shall not be modified except in writing, signed by both Plaintiff and Defendant, and expressly stated to be a modification of this Agreement.

(F) The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other breach.

(G) This Agreement may be executed in duplicate originals. Any required signatures or acknowledgments communicated by electronic or facsimile transmission are as effective as the originals thereof.

ACCEPTED and AGREED:

ALEXIS LUTTRELL

Date:

CITY OF GERMANTOWN

By: Michael A. Palazzolo

Its: Mayor

April 28, 2025

Date

EXHIBIT A:
Stipulation of Voluntary Dismissal with Prejudice

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION

ALEXIS LUTTRELL,

Plaintiff,

v.

CITY OF GERMANTOWN,
TENNESSEE,

Defendant.

Civil Action No. 2:25-cv-02153

Chief Judge Sheryl H. Lipman

STIPULATION OF VOLUNTARY DISMISSAL WITH PREJUDICE

Under Federal Rule of Civil Procedure 41(a)(1)(A)(ii), Plaintiff Alexis Luttrell and Defendant City of Germantown stipulate to the dismissal with prejudice of all claims arising out of or relating to this lawsuit.

DATED: April __, 2025

Respectfully submitted,

/s/ Colin P. McDonell

Colin P. McDonell*
(PA Bar No. 331247)

James C. Grant
(WA Bar No. 14358)

FOUNDATION FOR INDIVIDUAL
RIGHTS AND EXPRESSION
510 Walnut St., Ste. 900
Philadelphia, PA 19106
(215) 717-3473
colin.mcdonell@thefire.org
jim.grant@thefire.org

HARRIS SHELTON HANOVER WALSH, PLLC

s/ Edward J. McKenney, Jr.

Edward J. McKenney, Jr. #5380
William J. Wyatt #25774
6060 Primacy Parkway, Suite 100
Memphis, Tennessee 38119
(901) 525-1455 Telephone
(901) 526-4084 Facsimile
emckenney@harrisshelton.com Email
wwyatt@harrisshelton.com Email
Attorneys for the Defendant

Daniel A. Zahn

(DC Bar No. 90027403)
FOUNDATION FOR INDIVIDUAL
RIGHTS AND EXPRESSION
700 Pennsylvania Ave. SE, Ste. 340
Washington, D.C. 20003
(215) 717-3473
daniel.zahn@thefire.org

*Admitted *Pro Hac Vice*

SETTLEMENT AGREEMENT AND COMPLETE RELEASE OF ALL CLAIMS

This Settlement Agreement and Complete Release of All Claims ("Agreement") is entered into by Plaintiff Alexis Luttrell, a resident of Germantown, Tennessee, and Defendant City of Germantown, Tennessee.

DEFINITIONS

As used in this Agreement:

"Defendant" includes the City of Germantown, Tennessee ("Germantown"), any and all of Germantown's past, present, and future mayors, aldermen, departments, administrators, employees, agents, insurers, reinsurers, claims adjusters, and attorneys.

"Plaintiff" includes Alexis Luttrell, herself, heirs, assigns, executors, administrators, agents, attorneys, representatives, and all other persons or entities claiming through Alexis Luttrell.

"Section 11-33" means Section 11-33 of Germantown's Code of Ordinances, which, before its repeal in April 2025, read as follows:

Sec. 11-33. - Holiday/seasonal/special event decorations.

- (a) Holiday and seasonal decorations, including, but not limited to, holiday lights on houses or in the yard or shrubbery, yard ornaments or decorations, and the like, shall not be installed or placed more than 45 days before the date of the holiday for which said decorations are intended and shall be removed within a reasonable period of time, not to exceed 30 days, following the date of the holiday for which said decorations were intended. Holiday lights, even if not illuminated, are not permitted to remain on any house or structure year-round.
- (b) Temporary residential and non-residential lighting displays shall not be installed or placed more than ten days prior to the special event and no more than 30 days total.

RECITALS

WHEREAS, Plaintiff has incorporated decorative skeletons into various

holiday displays in her yard, including into a Christmas display in December 2024 and January 2025;

WHEREAS, on January 6, 2025, Defendant cited Plaintiff for allegedly violating Section 11-33;

WHEREAS, Plaintiff filed a lawsuit against Defendant in the United States District Court for the Western District of Tennessee, captioned *Alexis Luttrell v. City of Germantown, Tennessee*, Case No. 2:25-cv-02153 (the "Lawsuit");

WHEREAS, Plaintiff alleged in the Lawsuit that Defendant violated the First and Fourteenth Amendments to the United States Constitution by maintaining and enforcing Section 11-33 against Plaintiff and other residents of Germantown;

WHEREAS, Defendant denies liability on the allegations alleged in the Lawsuit;

WHEREAS, on March 6, 2024, Defendant dismissed its citation against Plaintiff;

WHEREAS, on April 28, 2025, Defendant repealed Section 11-33 from its Code of Ordinances;

WHEREAS, Plaintiff and Defendant wish to resolve with prejudice all disputes and claims raised in the Lawsuit;

NOW, THEREFORE, in consideration of the promises and consideration set forth herein, the adequacy and sufficiency of which are hereby acknowledged, Plaintiff and Defendant compromise and settle the Lawsuit under the terms provided in this Agreement. The foregoing recitals are a substantive part of this Agreement.

I. CONSIDERATION AND RELEASE OF CLAIMS

(A) Dismissal of the Lawsuit: Plaintiff agrees to dismiss with prejudice all claims asserted in the Lawsuit or that could have been asserted in the Lawsuit in accordance with the process set forth in this Agreement.

(B) Section 11-33: Defendant has repealed Section 11-33 from its

Code of Ordinances and does not intend to reinstate Section 11-33 as written prior to its repeal.

(C) Citation Under Section 11-33: Defendant has dismissed the citation against Plaintiff and agrees not to issue any further citations to Plaintiff under repealed Section 11-33.

(D) Damages, Attorneys' Fees, and Costs: Defendant agrees to pay the sum of \$24,999.00 in complete, full, and final satisfaction of any and all attorneys' fees, costs, or other sums recoverable in the Lawsuit (the "Payment"). In accordance with Section III of this Agreement, the Payment shall be paid by check payable to the Foundation for Individual Rights and Expression, which will be responsible for any disbursement of funds to Plaintiff and all other counsel representing Plaintiff in the Lawsuit as appropriate.

(E) Release by Plaintiff: Plaintiff hereby releases, discharges, foregoes, and gives up any and all claims Plaintiff may have against Defendant as of the date of execution of this Agreement, and any and all claims that have been or could have been asserted against the Defendant, arising out of the allegations, circumstances, or facts set forth in, underlying, or relating to the Lawsuit or the alleged invalidity of Section 11-33 (hereinafter "the Claims").

(F) Release by Defendant: Defendant hereby releases, discharges, foregoes, and gives up any and all claims Defendant may have against Plaintiff as of the date of execution of this Agreement, and any and all claims that have been or could have been asserted against the Plaintiff, arising out of the allegations, circumstances, or facts set forth in, underlying, or relating to the Lawsuit or Plaintiff's alleged violation of Section 11-33.

II. AUTHORITY TO EXECUTE AGREEMENT

Plaintiff and Defendant represent and certify that they each have full authority to sign this Agreement, and that no further approvals or consents by any other persons or entities are necessary for Plaintiff and Defendant, respectively, to enter this Agreement and fulfill the conditions herein.

III. EFFECTIVE DATE OF AGREEMENT AND TIME FOR PAYMENT

This Agreement shall be effective as of the last date it is signed by all parties ("Effective Date").

Within five business days of the Effective Date, Germantown or its agent or insurer shall mail, via overnight Federal Express with tracking information provided to Plaintiffs' counsel by email to colin.mcdonell@thefire.org, the Payment check described in this Agreement to:

Colin McDonell
Foundation for Individual Rights and Expression (FIRE)
510 Walnut Street, Suite 900
Philadelphia, PA 19106

Within five business days of the Effective Date, Plaintiff shall file in the Lawsuit a stipulation of dismissal with prejudice, attached as Exhibit A.

IV. MISCELLANEOUS

(A) This Agreement is a general release and is intended by the parties to be interpreted as broadly as possible, such that neither party shall have any further obligation or liability of any nature whatsoever to the other party for the Claims, except as otherwise expressly provided in this Agreement. Both parties understand and acknowledge that they subsequently may discover facts in addition to or different from those that they now know or believe to be true with respect to the Claims and that they may have sustained or may yet sustain damages, costs, or expenses that arise out of the Claims but are presently unknown. The parties acknowledge, however, that they have negotiated, agreed upon, and entered into this Agreement in light of that situation, and, therefore, both parties knowingly and intentionally waive any and all rights they may have under any state or federal statute or common law principle that would otherwise limit the effect of this Agreement to the Claims known or suspected as of the date this Agreement is executed.

(B) Each party relies wholly upon his, her, or its own judgment, belief, and knowledge of the nature, extent, effect, and duration of his, her, or its alleged damages and the liability therefor, and each party agrees that this Agreement has been made and executed without reliance upon any statements or representations of the other party; his, her, or its attorneys or representatives other than as set forth herein.

(C) Each party shall bear his, her, or its own attorneys' fees, costs, and expenses arising from the negotiation, preparation, and implementation of this Agreement, other than any fees or costs necessary to enforce this Agreement.

(D) This Agreement shall be governed by the laws of the State of Tennessee, notwithstanding choice of law principles. Should any of this Agreement's terms or provisions be deemed illegal, invalid, null, void, or inoperative for any reason, the terms and provisions of the Agreement are severable, and the remaining terms and provisions shall not be affected thereby and shall retain full force and effect. In any action to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

(E) This Agreement contains the entire understanding between Plaintiff and Defendant. This Agreement supersedes any prior written or oral understandings or agreements. This Agreement shall not be modified except in writing, signed by both Plaintiff and Defendant, and expressly stated to be a modification of this Agreement.

(F) The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other breach.

(G) This Agreement may be executed in duplicate originals. Any required signatures or acknowledgments communicated by electronic or facsimile transmission are as effective as the originals thereof.

ACCEPTED and AGREED:

ALEXIS LUTTRELL

Alexis Luttrell
4/28/2025

Date:

CITY OF GERMANTOWN

By: Michael A. Palazzolo

Its: Mayor

Date

EXHIBIT A:

Resignation of Voluntary Dismissal with Prejudice

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION

ADMIRAL LUTTRELL,

Plaintiff, Civil Action No. 2:16-cv-00070

Defendant, City of Germantown, Tennessee

CITY OF GERMAN TOWN,
TENNESSEE

EXHIBIT A:

STIPULATION OF VOLUNTARY DISMISSAL WITH PREJUDICE

Under Federal Rule of Civil Procedure 41(a)(1)(B), Plaintiff Admiral Luttrell and Defendant City of Germantown stipulate to the dismissal with prejudice of all claims arising out of or relating to this lawsuit.

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION

ALEXIS LUTTRELL,

Plaintiff,

v.

CITY OF GERMANTOWN,
TENNESSEE,

Defendant.

Civil Action No. 2:25-cv-02153

Chief Judge Sheryl H. Lipman

STIPULATION OF VOLUNTARY DISMISSAL WITH PREJUDICE

Under Federal Rule of Civil Procedure 41(a)(1)(A)(ii), Plaintiff Alexis Luttrell and Defendant City of Germantown stipulate to the dismissal with prejudice of all claims arising out of or relating to this lawsuit.

*Attn: Plaintiff
danielb@boggsfirm.com*

**Admitted Pro Hac Vice*

DATED: April __, 2025

Respectfully submitted,

/s/ Colin P. McDonell

Colin P. McDonell*
(PA Bar No. 331247)

James C. Grant
(WA Bar No. 14358)
FOUNDATION FOR INDIVIDUAL
RIGHTS AND EXPRESSION
510 Walnut St., Ste. 900
Philadelphia, PA 19106
(215) 717-3473
colin.mcdonell@thefire.org
jim.grant@thefire.org

HARRIS SHELTON HANOVER WALSH, PLLC

s/ Edward J. McKenney, Jr.

Edward J. McKenney, Jr. #5380
William J. Wyatt #25774
6060 Primacy Parkway, Suite 100
Memphis, Tennessee 38119
(901) 525-1455 Telephone
(901) 526-4084 Facsimile
emckenney@harrisshelton.com Email
wwyatt@harrisshelton.com Email
Attorneys for the Defendant

Daniel A. Zahn
(DC Bar No. 90027403)
FOUNDATION FOR INDIVIDUAL
RIGHTS AND EXPRESSION
700 Pennsylvania Ave. SE, Ste. 340
Washington, D.C. 20003
(215) 717-3473
daniel.zahn@thefire.org

*Admitted *Pro Hac Vice*