

STATE OF MAINE
YORK, SS.

SUPERIOR COURT
CIVIL ACTION
DOCKET NO. CV-11-183

RAC-YOR-7/12-0012

PIERRE JEAN BOUTHILLER,)
)
Plaintiff)
)
v.)
)
PHILIP MAYNARD et al.,)
)
Defendants)

FINAL JUDGMENT

Plaintiff Jean Pierre Bouthiller (“Bouthiller”) and Defendants Philip Maynard and Terri Maynard (collectively, the “Maynards”) attended a Judicial Settlement Conference at the Cumberland County Superior Court on May 15, 2012 with Justice Cole.¹

During the Settlement Conference, Bouthiller and the Maynards entered into a settlement agreement to fully resolve their dispute, and this lawsuit. The terms of the settlement were read into the record, and the Court, Justice Cole, accepted the settlement agreement.

A settlement agreement between parties to litigation, entered into on the record, and accepted by the Court, is incorporated as a Judgment of the Court. *Muther v. Broad Cove Shore Association*, 968 A.2d 539, 542 (Me.2009). The terms of the settlement agreement and incorporated Judgment in this matter are as follows:

Release and Discharge of All Claims by Bouthiller, and Ownership and Possession of Subject Television Shows to the Maynards.

Bouthiller has agreed to completely release, and forever discharge the Maynards from any and all claims, rights or causes of action that Bouthiller now has, or which may hereafter accrue against Philip Maynard or Terri Maynard, including without limitation any claims which were made, or which could have been made in the present matter, and any claims, rights or interest in *Rock N’ Roll Classic Car Show*, *Our American Dream Machines*, *Site Works Media Productions*, including any and all television shows or segments produced with Bouthiller’s involvement, and which were the subject of this lawsuit. Bouthiller has specifically released any

¹ Jonathan T. Harris, Esq. and Lambert Coffin were also named as Defendants in the Plaintiff’s Complaint. However, it does not appear that Mr. Harris or Lambert Coffin were ever served, and they did not appear in this matter.

claims, interest or rights in the television shows *Rock N' Roll Classic Car Show* and *Our American Dream Machines*.

Release and Discharge of All Counterclaims by the Maynards.

The Maynards have agreed to completely release, and forever discharge Bouthiller from any and all claims, rights or causes of action which the Maynards now have, or which may hereafter accrue against Bouthiller, including without limitation any claims which were made, or which could have been made in their counterclaims in the present case lawsuit.

Bouthiller's Name Listed in Credits.

The Maynards shall list Bouthiller's name in the credits as "Executive Producer" and "Writer" at the end of each television show for which Bouthiller performed production and writing services. Bouthiller's name shall be listed one time, in writing, in the credits at the end of the said shows, as an "Executive Producer" and "Writer." Bouthiller will receive no compensation for having his name listed in the credits, and will receive no rights to ownership or compensation, or any other interest in the said shows or segments as a result of having his name listed in the credits.

Payment to Maciah Bouthiller and Release on behalf of Maciah Bouthiller.

The Maynards shall pay to Maciah Bouthiller, Bouthiller's son, the total sum of Two Hundred Dollars (\$200.00) as full and complete compensation for any work, services, or other contributions made by Maciah Bouthiller to the *Rock N' Roll Classic Car Show* or any other television show for which said Maciah Bouthiller provided services to the Maynards.

Representation by Bouthiller.

Bouthiller has agreed and represented that he will not use, and is no longer in possession of, a certain computer and hard drive, and the production programs contained thereon, which were provided to Bouthiller by Philip Maynard in or about 2011 for use in production of the *Rock N' Roll Classic Car Show*.

Non-Disparagement.

Bouthiller has agreed not to say, write, express, communicate or relate anything derogatory, disparaging or defamatory about Philip or Terri Maynard; and Philip or Terri Maynard have agreed not to say, write, express, communicate or relate anything derogatory, disparaging or defamatory about Bouthiller.

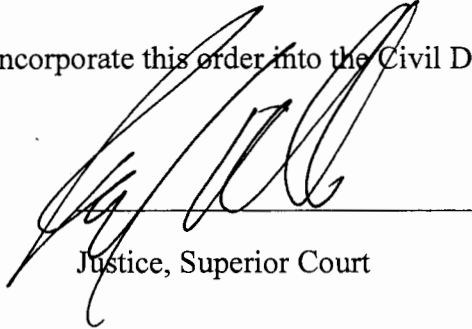
Dismissal With Prejudice.

This case, including all claims and every counterclaim by every party, is hereby dismissed with prejudice, and without costs to any party.

Pursuant to M.R.CivP. 79 (a), the Clerk shall incorporate this order into the Civil Docket.

Dated:

July 12, 2012



Justice, Superior Court

Plaintiff:

Pierre J. Bouthiller, pro se
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Old Orchard Beach, ME 04064

Defendants:

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