

Chauvin in the Agreement specifically agreed that any and all punitive and/or exemplary damages were included in the listing of claims specifically released.”⁵ This is hereinafter referred to as the “Specifically-Released Claims Finding.

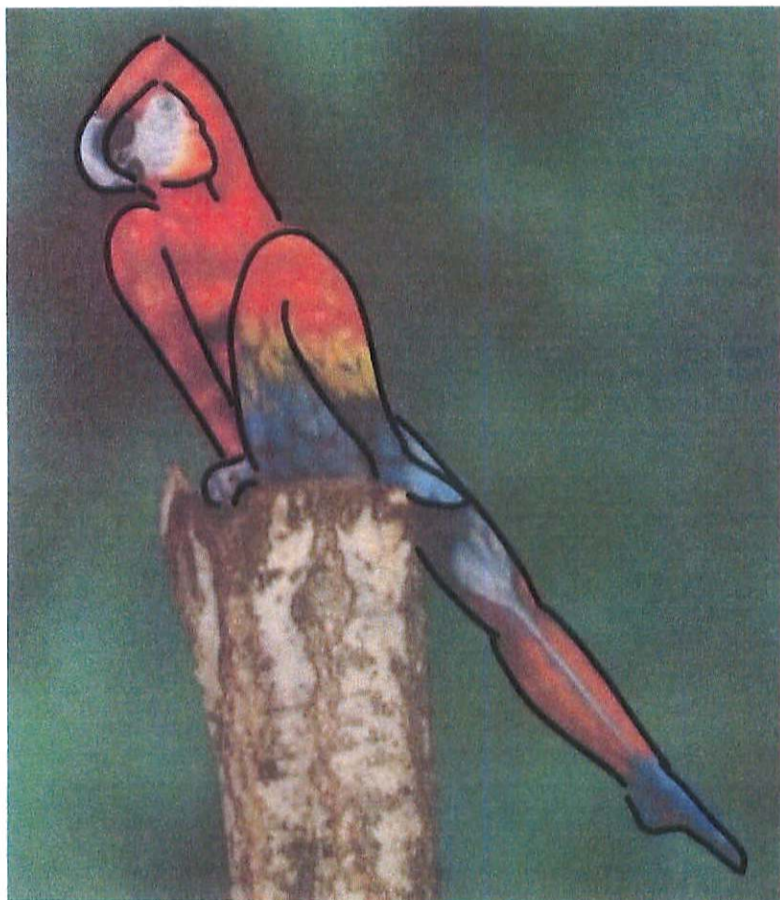
The language pertinent to the issues before this Court is included in Section III (2) and is captioned “Release of Settling Plaintiff’s Claims.” The section is comprised of four paragraphs and this Court included relevant portions of the first two paragraphs in its opinion. The first paragraph outlines the claims released by Mr. Chauvin and defines the term “Released Claims,” which expressly includes punitive damages. The next paragraph of Section III (2) is only two sentences long and it comprises a reservation of rights, or exception, to the previously-outlined “Released Claims” (which is referred to as a “Reservation of Rights” herein).

Although this Court included this reservation of rights paragraph in its opinion, it overlooked the introductory phrase: “Notwithstanding the foregoing.” As a result, this Court overlooked the plain meaning of the agreement that expressly reserved and excepted Mr. Chauvin’s diagnosis of cancer claim from the “Released Claims” and expressly reserved *all* of Mr. Chauvin’s claims that would arise from such a cancer diagnosis. Mr. Chauvin reiterates his claim that this Court’s analysis stopped short when it issued its ruling. In short, Mr. Chauvin submits that the Court’s actions are similar to those who would examine the following picture and assert that it only depicts a parrot:



⁴ Opinion, p. 14.

Even after a careful look, it is difficult to determine that the photograph is really a woman who has been painted and posed to look like a parrot.⁶ Nonetheless, the fact that it is difficult to identify the woman does not mean that she does not exist. Confirming this fact requires looking beyond the surface and spending the time necessary to move beyond the strong initial presentation of a parrot:



Similarly, Mr. Chauvin submits that if this Court looks past the initial conclusions it drew about his Settlement Agreement, it will see that the December 9, 2014 ruling does not capture the true picture of the parties' intent. As outlined herein, Mr. Chauvin did not settle his claim for punitive damages and he urges this Court to reconsider its decision.

ARGUMENT

Mr. Chauvin submits three arguments in support of his application for rehearing: (1) the plain language of the settlement agreement excluded his claim for punitive damages from the Released Claims; (2) even if the reservation of rights language is ambiguous, parol evidence warrants a finding that preserves, rather than extinguishes, his claim for

⁵ *Id.*

⁶ See <http://www.dailymail.co.uk/news/article-2580260/Artist-paints-womans-entire-body-make-look-like-parrot.html> (last accessed on December 22, 2014).