

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release ("Agreement") is made on the 28th day of March, 2018, by and among Jasmine Woods ("Woods"), Umar Lee ("Lee"), Keith Rose ("Rose"), and Michael Lhotak ("Lhotak") (Woods, Lee, Rose, and Lhotake are collectively referred to herein as "Plaintiffs"), and City of Ferguson ("Ferguson"), Sergeant Tim Harris ("Harris"), and Sergeant Sean Gibbons ("Gibbons") (Ferguson, Harris and Gibbons are collectively referred to herein as "Defendants"), all collectively referred to herein as the "Parties."

WHEREAS Plaintiffs have filed a lawsuit against Ferguson, Harris, and Gibbons, which is styled: Michael J. Powers, *et al.* v. City of Ferguson, *et al.*, United States District Court, Eastern District of Missouri, St. Cause No. 4:16-cv-1299 RWS (hereinafter referred to as "the Lawsuit.");

WHEREAS, the Parties desire to resolve the claims related to the Lawsuit without admissions of liability or fault, but solely for the purpose of avoiding the delay and expense of continued litigation; and

NOW THEREFORE, in consideration of the agreements, covenants, releases, and payments made herein, the adequacy and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to settle this matter as follows:

AGREEMENT AND MUTUAL RELEASE

1. Recitals. The foregoing recitals are incorporated into and made a part of this Settlement Agreement as if set forth in their entirety herein.

2. Consideration. The Parties agree to the following:

A. Ferguson will pay Woods \$21,000.00, which amount will be paid via a check payable to “Jasmine Woods and Dowd & Dowd, P.C. and The ArchCity Defenders.”

B. Ferguson will pay Lee \$21,000.00, which amount will be paid via a check payable to “Umar Lee and Dowd & Dowd, P.C. and The ArchCity Defenders.”

C. Ferguson will pay Keith Rose \$18,000.00, which amount will be paid via a check payable to “Keith Rose and Dowd & Dowd, P.C. and The ArchCity Defenders.”

D. Ferguson will pay Lhotak \$16,000.00, which amount will be paid via a check payable to “Michael Lhotak and Dowd & Dowd, P.C. and The ArchCity Defenders.”

All of these payments, which total \$76,000.000, are hereinafter collectively referred to as the “Settlement Payments” and is compensation to make the Plaintiffs whole as a result of the physical damages suffered from the emotional harm and distress suffered from their civil rights being violated. The Settlement Payments will be made by Ferguson within 45 days of the execution of this Settlement Agreement. Upon receipt of the Settlement Payments, Plaintiffs agree to dismiss all claims in the Lawsuit against Ferguson, Harris and Gibbons with prejudice, with each Party to bear their own respective costs.

3. Mutual Release by Parties. Except for the obligations contained herein, Plaintiffs and each of their respective predecessors, successors, assigns, heirs, relatives, legatees, devisees, agents, attorneys, servants, and employees hereby release and forever discharge Defendants, along with their predecessors, successors, assigns, elected officials, department heads, employees, agents, attorneys, servants and representatives, from any and all claims, liens, demands, charges, complaints, debts, liabilities, obligations, indemnities, agreements, suits, actions, causes and causes of action, losses, damages, penalties, costs, compensation, expenses, attorneys' fees or things of whatever kind, nature or description, in any capacity whatsoever, known or unknown, discovered or undiscovered, suspected or unsuspected, vested or contingent, accrued or unaccrued, liquidated or unliquidated, direct, derivative or subrogated, in law or in equity, whether based on tort, contract or any other theory of recovery whatsoever which Plaintiffs and their respective predecessors, successors, assigns, heirs, relatives, legatees, devisees, agents, attorneys, servants, and employees had, now have, or may have against the Defendants from the beginning of time until the date of this Agreement related in any way to the Lawsuit or the facts alleged in the Lawsuit.

Except for the obligations contained herein, Defendants and each of their respective predecessors, successors, assigns, heirs, relatives, legatees, devisees, agents, attorneys, servants, and employees hereby release and forever discharge Plaintiffs, along with their predecessors, successors, assigns,

employees, agents, attorneys, servants and representatives, from any and all claims, liens, demands, charges, complaints, debts, liabilities, obligations, indemnities, agreements, suits, actions, causes and causes of action, losses, damages, penalties, costs, compensation, expenses, attorneys' fees or things of whatever kind, nature or description, in any capacity whatsoever, known or unknown, discovered or undiscovered, suspected or unsuspected, vested or contingent, accrued or unaccrued, liquidated or unliquidated, direct, derivative or subrogated, in law or in equity, whether based on tort, contract or any other theory of recovery whatsoever which Defendants and their respective predecessors, successors, assigns, heirs, relatives, legatees, devisees, agents, attorneys, servants, and employees had, now have, or may have against the Plaintiffs from the beginning of time until the date of this Agreement related in any way to the Lawsuit or the facts alleged in the Lawsuit.

4. Dismissal of Lawsuits. Within five (5) days of receiving a fully executed version of this Settlement Agreement, and receipt of the Settlement Payments, Plaintiffs shall dismiss the Lawsuit with prejudice, with each party to bear their own costs.

5. Confidentiality. Plaintiffs agree that they shall never, either directly or indirectly, disclose or cause to be disclosed, or furnish or cause to be furnished, any information regarding the amount, terms, and conditions of this settlement to anyone, other than as provided by an Order of Court, or to their tax advisors, or government taxing authorities. Plaintiffs agree, covenant,

and promise that this confidentiality agreement shall remain in effect for all time, and any disclosure in violation of this section shall be deemed a material breach of this Settlement Agreement and Release, and that the consideration provided for herein is sufficient for this confidentiality agreement.

7. Choice of Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri. Any dispute arising out of the Agreement shall be brought in the United States District Court, Eastern District of Missouri.

9. Lack of Duress. The Parties represent and warrant that they have each read this Agreement and that this Agreement has been executed of their own free will. The Parties further warrant and represent that no statements, representations, promises or warranties were made by any other Party or its representatives to influence, induce or cause them to enter into this Agreement, other than statements and representations specifically recited in this Agreement.

10. No Mistake. The Parties represent and warrant that they enter into this Agreement freely and voluntarily upon their own information and investigation. This Agreement is intended to be final and binding regardless of any mistake of fact or law.

11. Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties relating to the subject matter hereof. All prior agreements, understandings and undertakings by and between the

Parties, whether oral or written, are incorporated into and are superseded by this Agreement.

12. No Admission of Liability. This Agreement is entered into to settle and avoid litigation between the Parties. Nothing contained in this Agreement will be construed as an admission of liability on the part of any Party, and any such wrongdoing or liability is expressly denied.

13. Review by Counsel. The Parties to this Agreement represent and warrant that they have had full opportunity to consult with counsel of their selection in the negotiation and execution of this Agreement, and that they fully understand the terms of this Agreement.

14. Construction. The Parties acknowledge and agree that each has negotiated the terms of this Agreement. The Parties further agree that the terms and provisions of this Agreement will be construed fairly as to all the Parties and not in favor or against any individual Party or Parties.

15. Severability. If any provision of this Agreement, or any section, paragraph, sentence, clause, phrase, term, word or the application thereof, in any circumstance, is held void or invalid by a court of competent jurisdiction, then it shall be deemed to be excised and the invalidity thereof shall not affect any of the other provisions, sections, paragraphs, sentences, clauses, phrases, terms and words of this entire Agreement.

16. Attorney Fees. Each Party shall bear its own attorney fees and costs incurred up to and including the preparation, execution and delivery of

this Agreement. In the event of a breach of this Agreement, the breaching Party will be responsible to the non-breaching Party for all reasonable attorney fees and costs incurred by the non-breaching Party to enforce this Agreement.

17. Successors and Assigns. This Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

18. Counterparts. This Agreement may be executed in one or more counterparts, including by facsimile or electronic—e.g., PDF—transmission, each of which shall be deemed an original and all of which together constitute one and the same instrument.

19. Authority. Each undersigned person executing this Agreement on behalf of a Party affirms by his or her signature hereto that he or she is duly authorized to execute this Agreement on behalf of that Party.

WHEREFORE the Parties, intending to be legally bound, execute this Agreement as of the day and year set forth below.

WITNESSED BY OUR HAND AND SIGNATURES AS SET FORTH BELOW.

Dated: 3/28/2018

DocuSigned by:

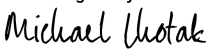
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Jasmine Woods

Dated: 3/28/2018

DocuSigned by:

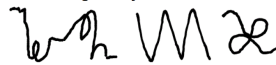
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Umar Lee

Dated: 3/29/2018 _____

DocuSigned by:

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Michael Lhotak

Dated: 3/30/2018 _____

DocuSigned by:

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Keith Rose

The City of Ferguson

Dated: _____

By: _____

Title: _____

Dated: _____

Sergeant Sean Gibbons

Dated: _____

Sergeant Timothy Harris