

## CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

WHEREAS, Jerry Chambers, Sr., Kristle Chambers, and Jerry Chambers, Jr. (“Plaintiffs”) filed a complaint (“Complaint”) against the Powhatan Sheriff Department, Bradford Nunnally, Matthew Baltimore, the Powhatan Commonwealth Attorney, and Rob Cerullo (“Defendants”) in the United States District Court for the Eastern District of Virginia styled *Jerry Chambers, Sr., et al. v. Powhatan Sheriff Department, et al.*, case number 3:22cv622, initiating this lawsuit (the “lawsuit”).

WHEREAS, on November 29, 2022, Plaintiffs and Defendants attended a judicial settlement conference with the Honorable District Judge David J. Novak and were able to resolve this lawsuit by executing a Memorandum of Understanding.

WHEREAS, as contemplated by the Memorandum of Understanding, Plaintiffs and Defendants now execute this Settlement Agreement and General Release (the “Agreement”), effective as of December 21, 2022, with the following provisions:

### RECITALS

1. Without admitting liability and expressly denying the same, Defendants agree to pay to Jerry Chambers, Sr. and Kristle Chambers FIFTEEN THOUSAND DOLLARS AND 00/100 (\$15,000.00), within sixty (60) days following execution of this Release. In addition, Bradford Nunnally, or a designee of the Sheriff of Powhatan County, shall:

- a. compose and send a letter to the Virginia Victims Fund requesting that an award be made available to Jerry Chambers, Jr. as a result of Jerry Chambers, Jr. being a victim of the actions taken against him on or about September 13, 2020, as alleged in the Complaint in this lawsuit;
- b. to the extent permitted by law and within ten (10) days of the execution of this Agreement, disclose to Plaintiffs the Incident Based Report 20-011691, which shall have redacted the Social Security Numbers, dates of birth, phone numbers, and addresses of persons interviewed pursuant to the investigation that produced such report; and
- c. to the extent permitted by law, make available any cell phone video collected from witnesses—including but not limited to videos produced pursuant to a search warrant—that depicted the incident that occurred at or around September 13, 2020 as alleged in the Complaint, so that Plaintiffs can view such videos at a time and place mutually agreeable by the parties but no later than January 1, 2024.

2. In consideration for the terms specific in Paragraph 1 of this Agreement, Plaintiffs on behalf of themselves, their heirs, executors, administrators, successors, and assigns, hereby and forever release and discharge the Defendants Powhatan Sheriff Department, Bradford Nunnally, Matthew Baltimore, the Powhatan Commonwealth Attorney, and Rob Cerullo, as well

as any past or present employee of the Sheriff of Powhatan County or the Commonwealth's Attorney of Powhatan County (collectively, "Released Parties"), from all claims and liabilities, both in law and equity, known or unknown, which Plaintiffs had or may have against the Released Parties, relating in any way to the Complaint and this lawsuit.

- a. Notwithstanding the foregoing, the release in Paragraph 2 shall not apply to any person who was physically present at 2613 Pilkington Road, Powhatan, Virginia 23139 on September 13-14, 2020 and who perpetrated, witnessed, or was involved in the assault and battery perpetrated against Plaintiff Jerry Chambers, Jr.

3. Plaintiffs agree to dismiss, with prejudice, the Complaint and this lawsuit, with all parties bearing their own costs and attorney's fees.

- a. Plaintiffs shall file a Stipulation of Dismissal related to this lawsuit within ten (10 days) of the execution of this Agreement.
- b. Such Stipulation of Dismissal must dismiss the Complaint with prejudice, except that the United States District Court for the Eastern District of Virginia retains jurisdiction to enforce the terms of this Settlement Agreement. The Stipulation of Dismissal must explicitly reserve jurisdiction in such court.

4. Any dispute arising under this Agreement shall be submitted to United States District Judge David J. Novak for binding arbitration, with the prevailing party awarded its costs, which shall include reasonable attorney's fees. Plaintiffs Jerry Chambers, Sr. and Kristle Chambers further represent that there are no liens or reimbursement rights by any hospital, ambulance service, or other medical provider, Medicare, Medicaid, insurance company, attorney or other third party enforceable against their proceeds of this settlement.

5. Plaintiffs warrant that, other than the Complaint and this lawsuit, Plaintiffs have not filed any charge, complaint, or action in any forum or form against Defendants prior to the date of this Agreement, and have no other pending claims against Defendants.

6. Plaintiffs agree not to release, copy, or reproduce any videos viewed pursuant to Paragraph 1(c) of this Agreement, but nothing in this Agreement shall preclude Plaintiffs from obtaining and using, as permitted by applicable law, such videos in any future litigation against any entity or individual involved in the incident and not released that occurred at or around September 13, 2020 as alleged in the Complaint.

7. Plaintiffs, Defendants, and their respective attorneys agree that they will, to the extent permitted by law, keep the substance and the terms and provisions of this Agreement strictly and absolutely confidential and at no time disclose any information whatsoever regarding this Agreement, except that Plaintiffs and Defendants may disclose the terms and provisions of this Agreement to a financial or tax advisor or to legal counsel. Plaintiffs and Defendants agree that the confidentiality provisions in Paragraph 5 apply to their respective legal counsel.

8. Plaintiffs and Defendants agree to not make any statements or representations that disparage, demean, or impugn the other parties, nor instruct nor encourage any third party to do the same. Nothing herein shall prevent any party from testifying truthfully in connection with any litigation, arbitration, or administrative proceeding when compelled by subpoena, regulation, or court order to do so.

9. Plaintiffs and Defendants agree that this Agreement is not, and shall not be considered, as an admission liability by either party.

10. This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Virginia.

11. This Agreement may be executed in counterparts.

12. This Agreement sets forth the entire agreement between the parties and supersedes any prior written or oral agreements or understandings between the parties.

13. The duly authorized signatories acknowledge that they have carefully read and fully understand all of the terms of this Agreement, that they have the capacity to enter into this Agreement and that they enter into this Agreement knowingly and voluntarily.

14. Any disputes arising under this Agreement shall be submitted to U.S. District Judge David J. Novak for binding arbitration, with the prevailing party awarded its costs to include reasonable attorneys' fees.

(Remainder of Page Intentionally Blank)

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2022.

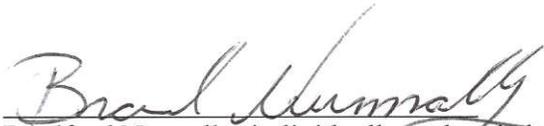
**Plaintiffs:**

\_\_\_\_\_  
Jerry Chambers, Sr.

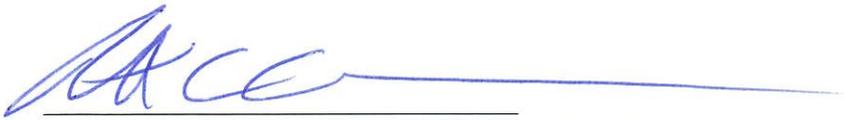
\_\_\_\_\_  
Kristle Chambers

\_\_\_\_\_  
Jerry Chambers, Jr.

**Defendants:**

  
Bradford Nunnally, individually and on behalf of the Powhatan Sheriff Department

  
Matthew Baltimore

  
Rob Cerullo, individually and on behalf of the Powhatan Commonwealth Attorney

COMMONWEALTH OF VIRGINIA:

COUNTY/CITY OF Powhatan, to wit:

I, Darrell Ann Elder, a notary public in and for the Commonwealth of Virginia and City/County, aforesaid do hereby certify that Bradford Nunnally, Matthew Baltimore and Rob Cerullo, whose names are signed to this writing above, have this day acknowledged the same before me on December 21, 2022.



Darrell Ann Elder

Notary Public

My commission expires: September 30, 2024

Registration No: 7158994