

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS (hereinafter, the “Agreement”) is made and entered into as of the date of the last signature (the “Effective Date”), by and between ELON MILES, as representative of the class of individuals as defined in §537.080.1(1) RSMo (hereinafter “Claimant”) and ST. LOUIS COUNTY, MISSOURI (hereinafter “County”) (Claimant and County Parties collectively referred to herein as “the Parties”).

WHEREAS, without any admission of fault, wrongdoing or liability by the County and the County Parties (as defined herein), the Parties desire to forever resolve and compromise all Claims of Claimant (as defined herein) that Claimant may have against the County and County Parties prior to the Effective Date of this Agreement, including without limitation any claims that Claimant alleged or could have alleged in the lawsuit styled *Elon Miles v. St. Louis County, Missouri, Andrew Huskey, and Keith Dibble*, Cause No. 1822-CC11812, pending in Division 1 of the Circuit Court of St. Louis City, Missouri (the “Lawsuit”), and to avoid any future or further claims, lawsuits or litigation between the parties for any matter, claim or allegations that occur or occurred up to the Effective Date of this Agreement by Claimant and against County and County Parties, individually, together or in any combination thereof, and upon and subject to the terms and conditions set forth below; and

WHEREAS, without limiting the foregoing, the County denies all the allegations of the Lawsuit, and specifically denies that it has any liability related to the claims or allegations Claimant alleged or could have alleged in the Lawsuit;

NOW THEREFORE, in consideration of the recitals, agreements, promises and covenants herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby

acknowledged, the Parties to this Agreement hereby agree as follows:

1. Definitions.

1.01 “Claimant” means ELON MILES, and any person claiming by or through her, including, but not limited to her respective heirs, executors, successors, trustees and assigns.

1.02 “County” means St. Louis County, Missouri.

1.03 “Parties” means ELON MILES and the County.

1.04 “County Parties” means St. Louis County, Missouri, inclusive of its officers, elected officials, appointed officials, employees, volunteers, attorneys, agents, administrators, departments, offices, agencies, boards, commissions and related or affiliated persons or entities, past and present, and the heirs, personal representatives, successors and assigns of each of the foregoing persons or entities.

1.05 “Claim” means any, heretofore made or unmade, known or unknown, indebtedness, claims, damages, causes of action, demands, costs, losses, compensation, expenses, attorney’s fees, liabilities of every nature and description and either direct or consequential, actual damages, compensatory damages, punitive damages, liens, claims to legal or equitable relief, all claims for any recovery for insurance proceeds, personal injury, property damage, loss of use, lost income, lost profits, emotional distress, loss of services, future damages, interest, or expenses of any kind or character whatsoever, whether based on tort, contract or otherwise, whether arising under common law, constitution, statute, regulation, executive order, rule, ordinance or otherwise available to Claimant against the County or any of the County Parties in any forum, including any court or administrative agency, from the beginning of time through the Effective Date of this Agreement, including without limitation any claims that Claimant alleged or could have alleged in the Lawsuit. The word “Claim” further includes any contract claims available to Claimant against the County,

such as and without limitation, any claims based upon any contract between the Parties except for this Agreement, whether oral or written, or both. The word “Claim” further includes any claim of interest, pre-settlement, post-settlement, or otherwise against the County.

1.06 “Settlement Sum” means a total of \$400,000 (Four Hundred Thousand Dollars).

2. Recitals.

2.01 Claimant desires to settle and compromise any and all Claims she has or may have against the County Parties, subject to certain conditions. This Agreement fulfills each of those conditions.

2.02 In consideration of this Agreement, the Parties each accept its provisions.

2.03 Claimant acknowledges the terms of this Agreement have been negotiated and that she has been afforded ample and reasonable time to review this Agreement and has consulted with legal counsel concerning this Agreement.

3. Rights and Duties of the Parties.

3.01 The County shall pay the Claimant the Settlement Sum of \$400,000 (Four Hundred Thousand Dollars) within ten (10) business days after the later of: (a) the Effective Date of this Agreement, and (b) submission of the applicable tax reporting forms. Claimant acknowledges that the Settlement Sum constitutes full and complete consideration for this Agreement, and the County Parties are not liable to Claimant or any person or entity claiming by or through Claimant on account of the matters related to this Agreement other than the Settlement Sum. Furthermore, notwithstanding the foregoing, the County Parties shall not be liable to Claimant for any taxes or other charges required by law to be paid concerning the Settlement Sum in addition to any amounts deducted by the County hereunder.

3.02 The payment of the Settlement Sum constitutes consideration for the full release of any and all Claims of Claimant against the County and the County Parties from the beginning of time up through the Effective Date of this Agreement, including, but not limited to, the Lawsuit; and Claimant now gives, grants, and acknowledges a full and complete settlement and release of any and all Claims that Claimant has, had, or could have against the County Parties; and Claimant does waive, release, relinquish, and hold harmless the County Parties from liability or any claim of damages or other relief of any kind whatsoever arising out of or in any way related to of any and all Claims set forth or described herein, and further waives, releases, relinquishes, and gives up (and agrees not to directly or indirectly file, participate in, or pursue) any Claims set forth and described herein against the County and the County Parties. Without limiting the foregoing, Claimant further releases the County Parties from liability of any kind and recovery of any kind including, but not limited to insurance proceeds, out-of-pocket expenses, loss of use, lost income, lost profits, loss of services, future damages, interest, costs, attorney's fees, actual damages, compensatory damages, punitive damages, liens, claims to equitable relief or expenses of any kind or character whatsoever, whether based on tort, contract or any other theory of recovery, personal injury, property damage, emotional distress, whether known or unknown, which have arisen in the past or which may arise in the future, whether directly or indirectly, caused by, connected with, resulting from, or arising in any way out of any and all claims embodied in the Lawsuit. Claimant expressly waives and assumes the risk of any and all Claims that exist as of the Effective Date of this Agreement of which Claimant does not know or suspect to exist, whether through ignorance, oversight, error, negligence,

or otherwise, and which, if known, would materially affect Claimant's decision to enter into this Agreement.

3.03 Claimant further agrees that this Agreement is a complete compromise of all Claims hereunder, including matters involving disputed issues of law and fact, and Claimant covenants and agrees to defend, indemnify, and hold harmless the County and the County Parties from any and all past and future claims, demands, responsibility, actions, causes of action, lawsuits, liens or complaints of any nature whatsoever related to the Claims by through and/or under Claimant.

3.04 Claimant agrees that within two business days of receipt of the Settlement Sum, Claimant will file a written dismissal with the Court dismissing Cause No. 1822-CC11812, *Elon Miles v. St. Louis County, et al.*, with prejudice as to all defendants, each party to bear its own costs.

3.05 Claimant further agrees that the terms of this Agreement, including the Settlement Sum, shall be and remain confidential to the fullest extent permitted by law. Claimant agrees that she will not publicize, verbally or in writing, the existence of the settlement, the terms of the settlement, the amount of the settlement, the nature of the claims, or the identity of the parties to the general public, the media, professional associations, web sites, social media sites, or any person or entity (even on an "anonymous" basis) except as lawfully compelled by a court of competent jurisdiction or as otherwise required by law. The Parties acknowledge that the claims asserted in a separate case pending in the City of St. Louis, *Angelo Gant v. Ron Corvington, et al.*, Cause No. 1922-CC10761 ("the *Gant* case"), arise out of the same incident giving rise to the claims asserted by Claimant in the Lawsuit, and therefore the Parties acknowledge and agree that the County and County Parties may discuss or disclose the facts underlying the claims in the Lawsuit to the extent necessary for defense of the *Gant* case.

Claimant may discuss the settlement and anything related to it with Claimant's attorneys in the context of confidential attorney-client interactions. Claimant is permitted to discuss the amount of the settlement with Claimant's attorneys or tax professionals; provided however, that prior to disclosure, Claimant will inform such attorneys and tax professionals that this settlement is strictly confidential, and Claimant will obtain the agreement of such attorneys and tax professionals to maintain confidentiality. Unless specifically required by law or this Agreement, Claimant shall make no comment, of any kind, orally, in writing, electronically or through any other manner, to the media or any person or entity not specifically permitted herein concerning the claims, this Agreement, including the Settlement Sum, or each other.

4. Miscellaneous.

4.01 This Agreement represents a compromise and settlement of any and all Claims of Claimant as well as any and all current or possible future causes claims or causes of action against the County Parties arising prior to the Effective Date of this Agreement, whether they are known or unknown and whether they are ascertainable at the time of the execution of this Agreement. This Agreement is made without any admission as to fault, liability, wrongdoing or the validity of any position of Claimant or any of the County Parties, all of whom expressly deny any and all fault, liability and wrongdoing related to the Claims hereunder, and without limitation, specifically including the Lawsuit. Neither this Agreement nor the settlement hereunder shall be construed as or deemed to be evidence of any admission by the Parties, including the County Parties, of any fault, liability or wrongdoing.

4.02 The Parties represent and agree that no promise, inducement, or agreement other than as expressed herein has been made to them and that this Agreement is fully integrated, merges all agreements, representations, and understandings between the Parties, whether oral or written,

or both, supersedes all prior agreements and understandings and any other agreement between the Parties, and contains the entire agreement between the Parties.

4.03 The laws of the State of Missouri shall govern the interpretation of this Agreement. Venue for any lawsuit or cause of action for the breach, enforcement, interpretation, or other matter related to this Agreement shall be the Circuit Court of St. Louis County, Missouri.

4.04 Claimant acknowledges: (a) having read this entire Agreement; (b) fully understanding the terms and effects of this Agreement and that this Agreement is the entire agreement between the Parties; (c) having, by and through this paragraph, been advised of her right to consult an attorney of her choosing regarding all matters related hereto, and (d) having freely and voluntarily executed this Agreement for the purposes of the benefits derived from it.

4.05 The Parties represent and warrant that they possess full authority to enter into this Agreement, free of any rights of settlement, approval, subrogation, or other condition or impediment. This undertaking includes specifically, without limitation, the representation and warranty that no third party has now acquired or will acquire rights to present or pursue any claims arising from or based upon the claims that have been released herein. Without limiting the foregoing, Claimant agrees that all outstanding liens and/or subrogation claims of any nature whatsoever, asserted, or claimed on any settlement funds payable to Claimant or her attorney arising out of the matters related to this Agreement, including, but not limited to, any and all Medicare liens, Medicaid liens, ERISA liens, and attorney fees/liens, will be fully paid, satisfied and released from the settlement proceeds paid herein before any settlement proceeds are distributed to Claimant and her attorney pursuant to this Agreement.

4.06 Claimant represents that she is the sole owner of all the Claims she has released in this Agreement, and that she has not assigned or transferred any such Claims (or any interest in

any such Claims) to any other person or entity, and she will indemnify, defend and hold the County Parties harmless from any damages, costs, or expenses which they may incur if these representations and warranties, and any such others in this Agreement, are incorrect in any respect.

4.07 Each of the Parties will bear its own costs, expenses, and attorneys' fees incurred in connection with the consideration and execution of this Agreement, including all of the terms herein.

4.08 This Agreement may be simultaneously executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS OF THIS AGREEMENT, the Parties have executed it below.

CLAIMANT:

DocuSigned by:

Elon Miles

ELON MILES, representative of the class of Individuals as defined in §537.080.1(1) RSMo

Date: 03/30/2021 | 9:50 AM PDT

APPROVED AS TO FORM & CONTENT

I, Bruce Hopson, on behalf of my law firm, Brown & Crouppen Law Firm., have fully explained the terms of the foregoing Settlement and Release Agreement to Elon Miles, and she has indicated that she fully understands the terms and effect and implications of affixing her signature thereto. The foregoing was signed by the free will and volition of Elon Miles. I also agree individually and on behalf of my law firm to be bound by the confidentiality provisions of this Agreement.

ATTORNEY FOR CLAIMANT:

DocuSigned by:

Bruce Hopson

BRUCE E. HOPSON

Date: 03/30/2021 | 9:33 AM CDT

ST. LOUIS COUNTY, MISSOURI:

DocuSigned by:



~~Beth Orwick~~

St. Louis County Counselor

Date: 03/31/2021 | 9:04 AM CDT

The County Accounting Officer hereby certifies that an unencumbered balance, sufficient to pay the total contract amount as above stated, remains in the appropriation account against which such obligation is to be charged.

DocuSigned by:



~~Accounting Officer~~