

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 date of the last signature (the “Effective Date”), by and between ANGELO GANT (hereinafter “Claimant”) and ST. LOUIS COUNTY, MISSOURI (hereinafter “County”) (Claimant and County 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 through the Effective Date of this Agreement, including without limitation any claims that Claimant alleged or could have alleged in the lawsuit styled *Angelo Gant v. St. Louis County, et al.*, Cause No. Cause No. 1922-CC10761, pending in the Circuit Court of the City of St. Louis, (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 through 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, on behalf of the County and the County Parties, denies all the allegations of the Lawsuit, and specifically denies that County and County Parties have 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 ANGELO GANT, and any person claiming by or through him, including, but not limited to his respective heirs, executors, successors, trustees and assigns.

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

1.03 “Parties” means Claimant 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 or any of the County Parties, 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 \$441,130.00.

2. Recitals.

2.01 Claimant desires to settle and compromise any and all Claims he has or may have against the County and 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 he has been afforded ample and reasonable time to review this Agreement and that he understands the terms of the Agreement.

3. Rights and Duties of the Parties.

3.01 The County shall pay the Claimant the Settlement Sum of \$441,130.00 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 and his attorneys, if applicable, acknowledge that the Settlement Sum constitutes full and complete consideration for this Agreement, and the County and the County Parties are not liable to Claimant, his attorneys, or any person or entity claiming by or through Claimant or his attorneys on account of the matters related to this Agreement other than the Settlement Sum. Furthermore, notwithstanding the foregoing, the County and the County Parties shall not be liable to Claimant and his attorneys 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 which Claimant has, had or could have against the County and the County Parties, and Claimant does waive, release, relinquish and hold harmless the County and 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 and 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. The Claimant expressly waives and assumes the risk of any and all Claims which exist as of the Effective Date of this Agreement of which the Claimant does not know or suspect

to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect the 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 the 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 Lawsuit with prejudice, each party to bear their own costs.

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 and County Parties arising through 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, the County 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 and 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 that he may choose to consult an attorney regarding all matters related hereto, and (d) having freely and voluntarily executed this Agreement for the purposes of the benefits derived from it.

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 the Claimant or his attorneys arising out of the matters related to this Agreement, including, but not limited to, any and all hospital charges, doctor charges, chiropractor charges, other health care charges, medical liens, health insurance coverage, Medicare liens, Medicaid liens, ERISA liens, Social Security Liens,

judgment liens, property damage subrogation liens, insurance subrogation liens, insurance medical payments ("med pay") liens, attorney fees/liens, any lien asserted by or on behalf of any governmental entity, and/or any other liens asserted by any individual or entity making claim to the proceeds of the Settlement Sum, will be fully paid, satisfied and released from the settlement proceeds paid herein before any settlement proceeds are distributed to the Claimant and his attorneys pursuant to this Agreement and that County is hereby authorized to deduct such sum from the Settlement Sum notwithstanding any provision herein to the contrary.

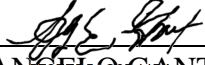
4.06 Claimant represents that he is the sole owner of all the Claims he has released in this Agreement, and that he has not assigned or transferred any such Claims (or any interest in any such Claims) to any other person or entity, and he will indemnify, defend and hold the County Parties harmless from 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.

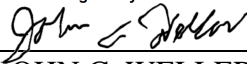
IN WITNESS OF THIS AGREEMENT, the Parties have executed it below, effective as of date of the last signature.

CLAIMANT:

DocuSigned by:

ANGEL GANT

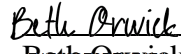
Dated: 11/22/2021 | 11:51 AM CST

ATTORNEY FOR CLAIMANT:

DocuSigned by:

JOHN C. WELLER

Dated: 11/22/2021 | 11:48 AM CST


ST. LOUIS COUNTY, MISSOURI:

DocuSigned by:

Beth Orwick

St. Louis County Counselor

Dated: 11/22/2021 | 2:30 PM CST

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

Dated: 11/22/2021 | 12:02 PM CST