

Release and Settlement Agreement

The parties to this Agreement are Plaintiffs Christina Wilson, ("Wilson"), on behalf of her minor daughter, Autumn B. Smith ("A.B.S."), and Annie Smith and Defendants St. Louis Metropolitan Police Department Board of Police Commissioners and Bettye Battle-Turner, Richard Gray, Thomas Irwin, Francis Slay as ex-officio member (the "Board"), and Officer Jason Stockley. Plaintiffs enter into this Agreement by and through their counsel of record, Albert Watkins for Wilson and A.B.S. and James W. Schottel, Jr. on behalf of Annie Smith. Defendants enter into this agreement by and through their attorney, Robert J. Isaacson, Assistant Attorney General of the State of Missouri for Jason Stockley and Dana Walker Tucker, Assistant Attorney General of the State of Missouri for the Board.

For due and good consideration recited herein, the parties agree and state as follows:

1. **Plaintiffs.** Wilson, on behalf of her minor daughter, A.B.S. and Annie Smith are plaintiffs in the lawsuit styled *A.B.S. v. Stockley and the St. Louis Board of Police Commissioners, et al.*, 4:12-CV-202-JCH in the United States District Court, Eastern District of Missouri, Eastern Division (the "Lawsuit").
2. **Defendants.** Jason Stockley in his individual and official capacity and St. Louis Metropolitan Police Department Board of Police Commissioners and Bettye Battle-Turner, Richard Gray, Thomas Irwin, Francis Slay as ex-officio member as the Board are defendants currently in the lawsuit.
3. **Scope of Agreement.** This Agreement embodies the entire agreement and understanding of Plaintiffs and Defendants with respect to the subject matter contained herein. Plaintiffs and Defendants hereby declare and represent that no promise, inducement, or agreement not herein expressed has been made, and Plaintiffs and the Defendants acknowledge

that the terms and conditions of this Agreement are contractual and not a mere recital.

4. **Non-Admission.** No actions taken by the parties hereto, or any of them either previously or in connection with this Agreement, shall be deemed or construed to be an admission of the truth or falsity of any matter pertaining to any claim or defense alleged in the pleadings filed on behalf of the parties in the Lawsuit, or an acknowledgment by any of the parties hereto of any liability to the other parties or to any person for any other claim, demand, or action, all liability being expressly denied by the parties.

5. **Consideration.** On behalf of all Defendants, the Board of Police Commissioners of the City of St. Louis will issue to Plaintiffs a check in the amount of \$900,000.00 (Nine Hundred Thousand Dollars), payable to Christina Wilson, on behalf of Autumn B. Smith and their attorney Albert Watkins and Annie Smith and her attorney James W. Schottel, Jr.

6. **Dismissal of the Lawsuit.** Contemporaneously with their execution of this Agreement, [Plaintiffs] the parties hereto shall also execute a Stipulation of Prejudicial Dismissal (the "Stipulation"), which will be filed in the United States District Court, Eastern District of Missouri, Eastern Division thereby causing the dismissal of the Lawsuit against the Defendants.

7. **Medicare Reporting.** The parties understand and agree that Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 requires reporting of certain settlement information with regard to this Agreement and those recipients of liability settlement payments who receive Medicare benefits in certain instances are required to disclose certain settlement information. Pursuant to those obligations, Plaintiffs have provided certain information in the form entitled "Medicare Mandatory Reporting for Payment for Physical Injuries from State Legal Expense Fund", which is attached hereto as Exhibit A. Plaintiffs state that the information in that form is true and correct to the best of his knowledge.

8. **Specific Release.** Plaintiffs do hereby release, acquit, and forever discharge Jason Stockley and the Board of Police Commissioners of the City of St. Louis, its past and current members, and any employee or former employee of the Board of Police Commissioners of the City of St. Louis, from any and all liabilities, claims, actions, causes of action, demands, rights, damages, costs, interest, loss of service, and expenses whatsoever, whether or not now known or contemplated, which Plaintiffs now have, or which may hereafter accrue, against Jason Stockley and/or the Board of Police Commissioners of the City of St. Louis, its past and current members, and any employee or former employee of the Board of Police Commissioners of the City of St. Louis based on or arising out of any conditions, incidents or occurrences that took place prior to the date of this Agreement. Plaintiffs specifically acknowledge that they are forever barred from filing suit against Jason Stockley or the Board of Police Commissioners of the City of St. Louis, its past and current members, and any employee or former employee of the Board of Police Commissioners of the City of St. Louis, based on or arising out of conditions, incidents or circumstances underlying the Lawsuit.

9. **Waiver of Attorney's Fees and Expenses.** It is agreed between and among the parties to this agreement that none of the parties is a "prevailing party" within the meaning of any statute, rule, or other provision of law which is or may be in any way applicable hereto in connection with their representation of any party in the Lawsuit. All attorney's fees, and expenses are hereby waived, except as provided for in paragraph 5 ("Consideration") of this Agreement. Plaintiffs also represent and warrant that the Consideration is not subject to any lien, medical, legal or otherwise. Should there be any other outstanding liens, Plaintiffs agree to indemnify and hold harmless the parties released in paragraph 8 from liability for any such outstanding liens and expenses.

10. **Taxable Costs.** It is agreed between and among the parties to this agreement that taxable costs shall be paid by Defendants including:

Taxable cost for intervener, Annie Smith	
Deposition transcript of Christina Wilson	\$285.10
Deposition transcript of Annie Smith	\$172.00
Total -	\$457.10

Christina Wilson, ("Wilson"), on behalf of her minor daughter Autumn B. Smith

Civil Complaint Filing fee	\$350.00
Service of process fees (including service of subpoenas)	\$195.00
Depo transcript copy of Christina Wilson	\$108.40
Depo transcript of Annie Smith	\$364.00
Total	\$1,017.40

11. **Costs of Mediation.** It is agreed between and among the parties to this agreement that the costs of mediation in the amount of \$4,135.18 shall be paid by Defendants.

12. **Non-Assignment.** Plaintiffs hereby represent, acknowledge, and warrant that they have not at any time heretofore assigned to any other person or entity all or any portion of any claim or potential claim whatsoever that Plaintiffs may have, or may have had, against Defendants or any person or entity released in paragraph 8 of this agreement, based on or arising out of the allegations contained in the Lawsuit.

13. **Binding Effect.** The persons signing this Agreement represent that they have read this Agreement and fully understand its provisions. The signatories of the parties declare

that they are of legal age and that they have relied solely upon their own judgment without influence of anyone in making this Agreement. This Agreement shall be binding upon, and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties hereto.

14. Confidentiality. The parties agree that they will not publicize or disclose this Agreement or its terms either directly or indirectly, that is, through their spouses, agents, attorneys or accountants, or any other person, either in specific or as to general content, to the public generally, including without limitations, any employee or former employee of the Board, or to any other person or entity, except and only to the extent that they are lawfully compelled to do so by a court of competent jurisdiction or as hereinafter provided. The parties' agreement to keep confidential the terms of this Agreement extends to all persons other than their attorneys, accountants, financial advisers, or other professionals who have a legitimate need to know the terms in order to render professional advice or services to him; otherwise, the parties agree not to identify or reveal any terms of the Agreement except as otherwise provided herein and agrees that they will direct and bind their accountants, attorneys, or other agents not to disclose this Agreement as well. It is, however, acknowledged that certain terms of this Agreement may be subject to disclosure pursuant to the Sunshine Law of the State of Missouri and same terms which are determined by the Board of Police Commissioners of the City of St. Louis to be subject to disclosure and not exempt may be disclosed pursuant to a request made in accordance with section 610.010 *et seq.*, RSMo.

15. Preparation of Documents. This Agreement is the joint work product of the parties hereto and, in the event of any ambiguity herein, no inference shall be drawn against a party by reason of document preparation.

16. Further Execution. Each party hereto shall execute any and all documents as are

necessary or desirable to consummate the transactions contemplated hereby.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be deemed executed as of the date the Agreement is signed by Christina Wilson, on behalf of her minor daughter, Autumn B. Smith and Annie Smith.

By:

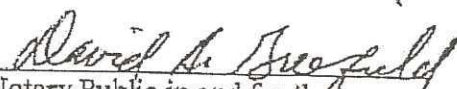
Christina Wilson on behalf of Autumn B.
Smith (minor)

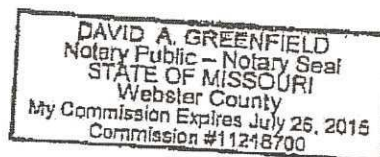
STATE OF MISSOURI

CITY OF ST. LOUIS

SS.

Before me, a Notary Public for the State of Missouri, personally appeared Christina Wilson on behalf of Autumn B. Smith (minor), who did upon her oath state that she has executed this Agreement as his free act and deed. Subscribed and sworn to before me this 17th day of December, 2013.


Notary Public in and for the

County of PalaskiState of MissouriMy commission expires on 26 July 2015.

By: Annie Smith
Annie Smith

STATE OF MISSOURI)
CITY OF ST. LOUIS) ss.

Before me, a Notary Public for the State of Missouri, personally appeared Annie Smith, who did upon her oath state that she has executed this Agreement as his free act and deed. Subscribed and sworn to before me this 19th day of December, 2013.

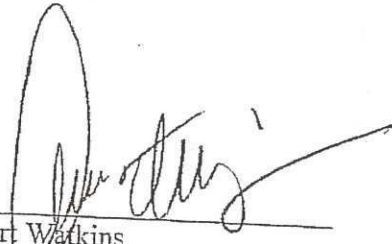
Mariane E. Fortenberry
Notary Public in and for the

County of City of St. Louis
State of Missouri

My commission expires on 12/01/16.

MARIANE E. FORTENBERRY
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Louis County
My Commission Expires: December 01, 2016
Commission Number: 12692672

By:

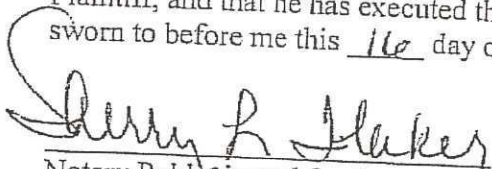

Albert Watkins
Attorney for Plaintiff Christina Wilson
on behalf of Autumn B. Smith (minor)

STATE OF MISSOURI

CITY OF ST. LOUIS

)
) ss.
)

Before me, a Notary Public for the State of Missouri, personally appeared Albert Watkins who did upon his oath state that he is the attorney for Plaintiff with respect to the matter set forth in this agreement; that he is authorized to execute this Agreement on behalf of Plaintiff, and that he has executed this Agreement as his free act and deed. Subscribed and sworn to before me this 16 day of December 2013.


Notary Public in and for the

County of St. Louis

State of Missouri



My commission expires on _____

SHERRY L. FLAKER
My Commission Expires
May 15, 2015
St. Louis County
Commission #11166771

By:

James W. Schottel, Jr.
Attorney for Plaintiff Annie Smith

STATE OF MISSOURI)

CITY OF ST. LOUIS)

ss.

Before me, a Notary Public for the State of Missouri, personally appeared Albert Watkins who did upon his oath state that he is the attorney for Plaintiff with respect to the matter set forth in this agreement; that he is authorized to execute this Agreement on behalf of Plaintiff, and that he has executed this Agreement as his free act and deed. Subscribed and sworn to before me this 18th day of December, 2013.

Mariane E. Fortenberry
Notary Public in and for the


County of City of St. Louis

State of Missouri

My commission expires on 12/01/16.

MARIANE E. FORTENBERRY
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Louis County
My Commission Expires: December 01, 2016
Commission Number: 12692672

By:

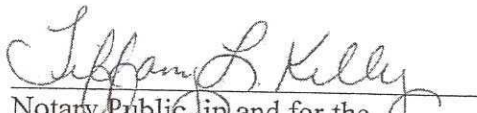

Robert J. Isaacson
Assistant Attorney General
State of Missouri

STATE OF MISSOURI)

CITY OF ST. LOUIS)

ss.

Before me, a Notary Public for the State of Missouri, personally appeared Robert J. Isaacson, who did upon his oath state that he is an Assistant Attorney General of the State of Missouri; that he is the attorney for Defendant Jason Stockley with respect to the matter set forth in this agreement; that he is authorized to execute this Agreement on behalf of Defendants, and that he has executed this Agreement as his free act and deed. Subscribed and sworn to before me this 20th day of December, 2013.


Notary Public, in and for the

County of St Louis

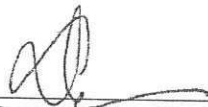
State of Missouri

My commission expires on 10/17/17.



TIFFANY L. KELLY
My Commission Expires
October 17, 2017
St. Louis City
Commission #13495057

By:

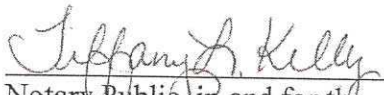

Dana Walker Tucker
Assistant Attorney General
State of Missouri

STATE OF MISSOURI)

CITY OF ST. LOUIS)

ss.

Before me, a Notary Public for the State of Missouri, personally appeared Dana Walker Tucker, who did upon her oath state that she is an Assistant Attorney General of the State of Missouri; that she is the attorney for Defendant St. Louis Metropolitan Police Department Board of Police Commissioners and Bettye Battle-Turner, Richard Gray, Thomas Irwin, and Francis Slay as ex-officio member with respect to the matter set forth in this agreement; that she is authorized to execute this Agreement on behalf of Defendants, and that she has executed this Agreement as her free act and deed. Subscribed and sworn to before me this 30th day of December, 2013.


Notary Public, in and for the

County of St. Louis

State of Missouri

My commission expires on 10/17/17.



TIFFANY L. KELLY
My Commission Expires
October 17, 2017
St. Louis City
Commission #13495057

BOARD OF POLICE COMMISSIONERS
OF THE CITY OF ST. LOUIS

By: Mark Lawson
Mark Lawson, Board Secretary

STATE OF MISSOURI)
)
CITY OF ST. LOUIS) ss.

Before me, a Notary Public for the State of Missouri, personally appeared Mark Lawson, who did upon his oath state that he is the Board Secretary for Defendant St. Louis Metropolitan Police Department Board of Police Commissioners and Bettye Battle-Turner, Richard Gray, Thomas Irwin, and Francis Slay as ex-officio member with respect to the matter set forth in this agreement; that he is authorized to execute this Agreement on behalf of Defendants, and that he has executed this Agreement as his free act and deed. Subscribed and sworn to before me this 19th day of February, 2013.

Natalie C. Henson
Notary Public, in and for the

County of City of St. Louis

State of Missouri

My commission expires on August 17, 2015.

