

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (this "Agreement") is made by and between Tony Calegari ("Plaintiff bringing suit on behalf of decedent Alesia Evans) and Jackson County, Missouri (the "Defendant"). The signatories to this Agreement will be referred to jointly as the "Parties."

This Agreement is made to state the agreement between the Parties concerning the Plaintiff's claim asserted against the County arising from the death of Alesia Evans on September 20, 2007.

A. Preamble

WHEREAS, Plaintiff alleges that on or about the 20th day of September 2007 while his sister was riding as a passenger, she was shot in the back of the head by Danny Barnes, Jackson County Sheriff's Deputy as the driver of her vehicle tried to escape the police. Plaintiff alleges that the Jackson County Sheriff's Deputy used excessive force when attempting to stop the fleeing vehicle.

WHEREAS, Defendants alleged that the Plaintiff's sister was a passenger in a vehicle which attempted to escape the police and attempted to hit Jackson County Sheriff's Deputy with their vehicle. That the Sheriff's Deputies did not use excessive force when attempting to stop the vehicle in which Alesia Evans was a passenger.

WHEREAS, the Parties wish to compromise, resolve and settle, finally and forever, any claims and causes of action that were, have been or could have been asserted by Parties against the County and/or any other person or entity described in this Agreement, in order to amicably part ways; and

WHEREAS, the Parties have agreed, without the County admitting liability of any kind, to enter into this Agreement pursuant to which every claim and cause of action that was or could

have been asserted against the County and/or any other person or entity described in this Agreement will be forever and finally released;

WHEREAS, the Parties have agreed, that this agreement includes the settlement of any and all suits and grievances filed by Plaintiffs against the County, more specifically Case No. 1016-CV16304

B. Consideration

In exchange for the promises of Plaintiffs contained in this Agreement, the County agrees to provide the following consideration to or on behalf of Plaintiffs (which consideration the Plaintiffs agree are good and sufficient consideration for the promises made by them in this Agreement):

THEREFORE, the Parties agree as follows:

1.0 PAY: Plaintiffs shall receive \$50,000.00 as a full and fair settlement concerning their allegations against Jackson County, Missouri for the death of Alesia Evans resulting from the gunshot wound to the back of the head

2.0 WITHDRAWAL OF LAWSUITS: That Plaintiff will agree to dismiss and withdraw the following suits upon receipt of payment in the amount of \$50,000.00:

(a) 16th Judicial Circuit Court Case 1016-CV16304, Division 13

C. Delivery of Consideration:

1. The Consideration referenced above in paragraphs B.1 through B.2, will be paid/delivered by the County to the designated recipients thereof within fifteen (15) business days after this Agreement becomes effective.

2. The County represents that the consideration referenced in Paragraph B.1 will be paid out by the County no later than April 15, 2013.

D. **Release of Claims:**

Plaintiffs agree to release and forever discharge Jackson County, Missouri, its past, present and future agents, servants and employers, employees, or against any of its parent, subsidiary and affiliated companies and all of its current and/or former insurers, current and/or former directors, current and/or former shareholders, current and/or former officers, current and/or former fiduciaries, current and/or former employees, current and/or former agents, current and/or former successors, current and/or former assigns, current and/or former related corporations, current and/or related entities, and any and all other entities currently and/or formerly affiliated with or related to the parties from any liability of any and every kind, known or unknown, existing or arising in the future, on account of or in any way arising from or related to the aforementioned matter and for which a claim could have been made.. The claims and causes of action released under this Agreement include, but are not limited to, those relating to:

- a. Any and all other claims arising under any other federal, state, local or foreign laws, as well as any and all other common law legal or equitable claims
- b. Any and all claims for attorneys' fees, costs, expenses and the like, including but not limited to, any claims for attorneys' fees related to services rendered by Plaintiff's attorneys, Sanders & Simpson, PC, and/or any other attorney or law office who has provided legal or related services to Plaintiffs, or may have an alleged claim for attorneys' fees, costs, or expenses and the like.

G. Tax Consequences:

Plaintiffs agree that he has not relied on any advice from the County or attorneys for the County concerning whether payments made pursuant to the Agreement are taxable, but is relying on his own judgment under current Missouri law. Plaintiffs understand and agree that no taxes are being withheld from any of the payments being made under this agreement, and they takes full responsibility should any controversy arise concerning taxability of those payments. Plaintiffs agree to hold harmless the County in the event that the County is assessed with any fines or penalties relating to the payments made under this Agreement.

H. Complete Agreement:

The Parties acknowledge and agree that this Settlement Agreement, Release and Waiver of Claims contains the entire agreement between Plaintiff and Jackson County, Missouri with respect to the matters contemplated hereby. No modification or waiver of any provision of this Agreement will be valid unless in writing and signed by Plaintiff and Jackson County.

I. No Admission of Liability:

The Parties further acknowledge and understand that this agreement is the compromise of a disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the parties hereby released, and that said parties deny liability herein, and intend merely to avoid litigation.

J. Choice of Law:

The Parties acknowledge and agree that his Agreement shall be construed in accordance with the laws of the State of Missouri whether or not any party is or may hereafter be a resident of another state.

K. Consultation with Attorney:

Plaintiffs acknowledge that they has read this Settlement Agreement, Release and Waiver of Claims, understand its terms, and sign the Agreement voluntarily of their own free will, without coercion or duress, and with full understanding of the significance and binding effect of the Agreement. Plaintiff is **HEREBY ADVISED TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS AGREEMENT.**

L. No Other Representations:

Plaintiffs understand that no representations, agreements or promises to do any act or thing not herein expressed have been made, that this Settlement Agreement, Release and Waiver of Claims is in full settlement and satisfaction of any and all manners of action, causes of action, suits, proceedings, claims and demands of every kind and nature, whether known or unknown, in any way arising out of, or connected with Plaintiffs' lawsuit filed against Jackson County, Missouri, and that the consideration expressed herein is the sole and only consideration for the execution of this Settlement Agreement, Release and Waiver of Claims.

M. Counterparts:

The Parties Agree this Agreement may be executed in any number of counterparts (including copies and facsimiles), each of which shall be deemed to be an original and all of which shall constitute together one and the same Agreement. Any party to this Agreement may execute this Agreement by signing any such counterpart.

[THIS LEFT INTENTIONALLY BLANK]

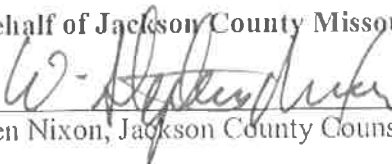


Tony Calogari

4/12/13

Date

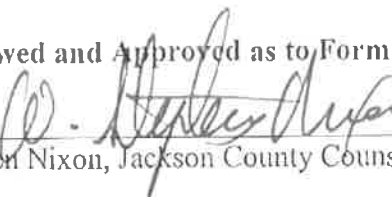
On Behalf of Jackson County Missouri

By: 

Stephen Nixon, Jackson County Counselor

4/15/2013

Date

Reviewed and Approved as to Form:
By: 

Stephen Nixon, Jackson County Counselor

4/15/2013

Date