

### **Release and Settlement Agreement**

The parties to this Release and Settlement Agreement ("Agreement") are Plaintiffs Elfrieda Allen, in her capacity as Personal Representative of the Estate of George Allen, Jr., and Lonzetta Taylor (collectively, "Plaintiffs"), and the City of St. Louis, Missouri, the St. Louis City Board of Police Commissioners, Bettye Battle-Turner, Richard Gray, Thomas Irwin, Erwin Switzer, and Francis Slay as ex-officio member, and D. Samuel Dotson III, Joseph Crow, Terry James, Mark Burford, William Wilson and the Estate of Thomas Rowane (collectively, "Defendants"). Plaintiffs enter into this Agreement with the advice and counsel of their counsel of record. Defendant City of St. Louis enters into this agreement by and through its attorney, Deputy City Counselor Nancy Kistler. The remaining Defendants enter into this agreement by and through their attorney, Robert J. Isaacson, Assistant Attorney General of the State of Missouri.

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

1. **Plaintiffs.** Elfrieda Allen, in her capacity as Personal Representative of the Estate of George Allen, Jr., and Lonzetta Taylor are the Plaintiffs in the lawsuit styled *Elfrieda Allen, et al., v. the City of St. Louis, Missouri et al.*, cause number 4:14CV01398RWS in the United States District Court for the Eastern District of Missouri (the "Lawsuit").

2. **Defendants.** Defendants City of St. Louis, Missouri, the St. Louis City Board of Police Commissioners, Bettye Battle-Turner, Richard Gray, Thomas Irwin, Erwin Switzer, and Francis Slay as ex-officio member, and D. Samuel Dotson III, Joseph Crow, Terry James, Mark Burford, William Wilson and the Estate of Thomas Rowane are the 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 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.** Upon the terms and conditions of this Agreement, and in return for the releases and covenants by Plaintiffs, Defendants shall make payments to the Plaintiffs totaling \$13,825,000 (\$6,912,500 to be paid by the City of St. Louis, and \$6,912,500 to be paid by the State of Missouri) according to the schedule set forth in subsections A. through E. below. All payments shall be made by wire transfer of immediately available funds to Bryan Cave Client Trust Account, Bank of America, ABA #: 0260-0959-3, Account #: 003476731272, Reference Matter #0354179.

A. Within 45 days of the date this Agreement is executed by all parties:

1. The City of St. Louis shall pay \$1,500,000.00 to Elfrieda Allen, in her capacity as Personal Representative of the Estate of George Allen, Jr., and shall pay \$1,000,000.00 to Lonzetta Taylor; and
2. The State of Missouri shall pay \$1,500,000.00 to Elfrieda Allen, in her capacity as Personal Representative of the Estate of George Allen, Jr., and shall

pay \$1,000,000.00 to Lonzetta Taylor.

B. By September 1, 2018:

1. The City of St. Louis shall pay \$600,000.00 to Elfrieda Allen, in her capacity as Personal Representative of the Estate of George Allen, Jr., and shall pay \$400,000.00 to Lonzetta Taylor; and
2. The State of Missouri shall pay \$600,000.00 to Elfrieda Allen, in her capacity as Personal Representative of the Estate of George Allen, Jr., and shall pay \$400,000.00 to Lonzetta Taylor.

C. By September 1, 2019:

1. The City of St. Louis shall pay \$600,000.00 to Elfrieda Allen, in her capacity as Personal Representative of the Estate of George Allen, Jr., and shall pay \$400,000.00 to Lonzetta Taylor; and
2. The State of Missouri shall pay \$600,000.00 to Elfrieda Allen, in her capacity as Personal Representative of the Estate of George Allen, Jr., and shall pay \$400,000.00 to Lonzetta Taylor.

D. By September 1, 2020:

1. The City of St. Louis shall pay \$600,000.00 to Elfrieda Allen, in her capacity as Personal Representative of the Estate of George Allen, Jr., and shall pay \$400,000.00 to Lonzetta Taylor; and
2. The State of Missouri shall pay \$600,000.00 to Elfrieda Allen, in her capacity as Personal Representative of the Estate of George Allen, Jr., and shall pay \$400,000.00 to Lonzetta Taylor.

E. By September 1, 2021:

1. The City of St. Louis shall pay \$847,500.00 to Elfrieda Allen, in her capacity as Personal Representative of the Estate of George Allen, Jr., and shall pay \$565,000.00 to Lonzetta Taylor; and
2. The State of Missouri shall pay \$847,500.00 to Elfrieda Allen, in her capacity as Personal Representative of the Estate of George Allen, Jr., and shall pay \$565,000.00 to Lonzetta Taylor.

The total settlement cost constitutes damages on account of wrongful conviction and wrongful incarceration within the meaning of § 139F of the Internal Revenue Code of 1986, as amended. Neither the City of St. Louis nor the State of Missouri shall report this sum as income to any Plaintiff on any IRS Form 1099 or otherwise.

To the extent Defendants mutually agree, or are ordered by a Court or properly constituted arbitral panel in a final, non-appealable judgment subject to no further review or challenge, to adjust the allocation of responsibility for the payments stated above, Plaintiffs shall reasonably cooperate with Defendants to amend this Agreement to reflect such allocation, provided the adjusted allocation does not delay or diminish the total amount to be paid to Plaintiffs during each year identified above, and provided that neither the adjusted allocation or the amendment otherwise diminishes Plaintiffs' rights under this Agreement.

**6. Conclusion of the Lawsuit.** After the execution of this Agreement, and within 45 days after receiving the initial \$5,000,000 payment described in paragraph 5, Plaintiffs will file the necessary papers to dismiss the Lawsuit with prejudice. The parties agree that the Court will retain jurisdiction of the Lawsuit to govern any matters regarding the enforcement of this Agreement until 30 days after the last payment described in paragraph 5 is made.

**7. Specific Releases.** Elfrieda Allen, in her personal capacity as personal

representative of the Estate of George Allen, Jr., and Lonzetta Taylor do hereby release, acquit, and forever discharge the State of Missouri, the City of St. Louis, the St. Louis Metropolitan Police Department, the Board of the Police Commissioners of the City of St. Louis, Bettye Battle-Turner, Richard Gray, Thomas Irwin, Erwin Switzer, and Francis Slay as ex-officio member, and D. Samuel Dotson III, Joseph Crow, Terry James, Mark Burford, William Wilson and the Estate of Thomas Rowane, Herbert Riley, Gerald Hart, Aloy Gates, their heirs, successors and assigns, and any current or former member, employee, agent, actor, or contractor of the State of Missouri, the Board of Police Commissioners of the City of St. Louis, the St. Louis Metropolitan Police Department, or 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 or George Allen Jr. now have, or which may hereafter accrue, against the State of Missouri, the City of St. Louis, the St. Louis Metropolitan Police Department, the Board of the Police Commissioners of the City of St. Louis, Bettye Battle-Turner, Richard Gray, Thomas Irwin, Erwin Switzer, and Francis Slay as ex-officio member, and D. Samuel Dotson III, Joseph Crow, Terry James, Mark Burford, William Wilson and the Estate of Thomas Rowane, Herbert Riley, Gerald Hart, Aloy Gates, their heirs, successors and assigns, 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 the State of Missouri, the City of St. Louis, the St. Louis Metropolitan Police Department, the St. Louis City Board of Police Commissioners, Bettye Battle-Turner, Richard Gray, Thomas Irwin, Erwin Switzer, and Francis Slay as ex-officio member, and D. Samuel Dotson III, Joseph Crow, Terry James, Mark Burford, William Wilson, the Estate of Thomas Rowane, Herbert Riley, Gerald Hart, Aloy Gates, and

their heirs, successors and assigns, based on or arising out of conditions, incidents or circumstances underlying the Lawsuit.

The State of Missouri, the City of St. Louis, the St. Louis Metropolitan Police Department, the Board of the Police Commissioners of the City of St. Louis, Bettye Battle-Turner, Richard Gray, Thomas Irwin, Erwin Switzer, and Francis Slay as ex-officio member, and D. Samuel Dotson III, Joseph Crow, Terry James, Mark Burford, William Wilson and the Estate of Thomas Rowane, Herbert Riley, Gerald Hart, and Aloy Gates do hereby release Elfrieda Allen, in her personal capacity as personal representative of the Estate of George Allen, Jr., and Lonzett Taylor, their heirs, successors and assigns, 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 said releasors now have, or which may hereafter accrue, against Elfrieda Allen, in her personal capacity as personal representative of the Estate of George Allen, Jr., and Lonzett Taylor, their heirs, successors and assigns, based on or arising out of any conditions, incidents or occurrences that took place prior to the date of this agreement. Defendants specifically acknowledge that they are forever barred from filing suit against Elfrieda Allen, in her personal capacity as personal representative of the Estate of George Allen, Jr., and Lonzett Taylor, and their heirs, successors and assigns, based on or arising out of conditions, incidents or circumstances underlying the Lawsuit.

**8. Waiver of Statutory 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 which could be construed to require Plaintiffs or Defendants to pay the other's attorney's fees and/or expenses in connection with their representation of any party in the Lawsuit. Neither

party is entitled to attorney's fees and expenses to be paid by the other party. Plaintiffs also represent and warrant that the Consideration set forth in paragraph 5 is not subject to any legally enforceable lien, medical or otherwise. Should there be any outstanding liens, Plaintiffs agree to indemnify and hold harmless the parties released in paragraph 7 from liability for any such outstanding liens and expenses.

**9. Non-Assignment.** Plaintiffs hereby represent, acknowledge, and warrant that they and George Allen Jr. 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 or George Allen may have, or may have had, against the Defendants or any person or entity released in paragraph 7 of this Agreement, based on or arising out of the allegations contained in the Lawsuit.

**10. 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.

**11. Further Execution.** Each party hereto shall execute any and all documents as are necessary or desirable to consummate the transactions contemplated hereby.

**12. Governing Law and Forum Selection.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. Any dispute arising from this Agreement shall be adjudicated in the United States District Court for the Eastern District of Missouri, or if said court does not have proper jurisdiction, in the Circuit Court for the City of St. Louis, Missouri. The prevailing party in any action arising from this Agreement shall be entitled to recovery of its reasonable attorneys fees in bringing and maintaining said action. Disputes

between Defendants as to the proper allocation of payments, however, shall be determined in either a Circuit Court of proper venue, or before a properly constituted arbitral body.

**14. 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.

**15. Court Costs.** Each party will bear its own court costs.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be deemed executed as of the date the Agreement is signed by both Elfrieda Allen and Lonzetta Taylor.



By:

Elfrieda Allen  
Elfrieda Allen, in her capacity as Personal  
Representative of the Estate of George Allen  
Jr.

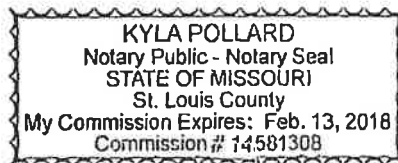
STATE OF MISSOURI )  
COUNTY ) ss.  
~~CITY OF ST. LOUIS~~ )

Before me, a Notary Public for the State of Missouri, personally appeared Elfrieda Allen, in her capacity as Personal Representative of the Estate of George Allen Jr., who did upon her oath state that she has executed this Agreement as her free act and deed. Subscribed and sworn to before me this 24 day of November, 2017.

[Signature]  
Notary Public in and for the

County of St. Louis

State of Missouri



My commission expires on Feb. 13, 2018.

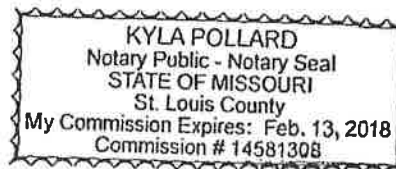
By: Lonzetta Taylor  
Lonzetta Taylor

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

Before me, a Notary Public for the State of Missouri, personally appeared Lonzetta Taylor, who did upon her oath state that she has executed this Agreement as her free act and deed. Subscribed and sworn to before me this 24 day of November, 2017.


[Signature]  
Notary Public in and for the

County of St. Louis  
State of Missouri



My commission expires on Feb. 13, 2018.

By:

  
Robert J. Isaacson  
Assistant Attorney General  
State of Missouri

STATE OF MISSOURI

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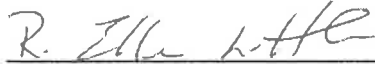
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ss.

CITY OF ST. LOUIS

)

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 Defendants the St. Louis City Board of Police Commissioners, Bettye Battle-Turner, Richard Gray, Thomas Irwin, Erwin Switzer, and Francis Slay as ex-officio member, and D. Samuel Dotson III, Joseph Crow, Terry James, Mark Burford, William Wilson and the Estate of Thomas Rowane 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 13<sup>th</sup> day of December 2017.



Notary Public, in and for the

County of St. Louis

State of Missouri



R. ELLEN LITTLE  
My Commission Expires  
February 7, 2020  
St. Louis County  
Commission #12405329

My commission expires on 2-7-2020.

By:

Nancy Kistler  
Nancy Kistler  
Deputy City Counsellor

STATE OF MISSOURI

)

)

ss.

CITY OF ST. LOUIS

)

Before me, a Notary Public for the State of Missouri, personally appeared Nancy Kistler, who did upon his oath state that she is a Deputy City Counselor for the City of St. Louis; that she is the attorney for Defendant the City of St. Louis, Missouri with respect to the matter set forth in this agreement; that she is authorized to execute this Agreement on behalf of Defendant City of St. Louis, Missouri and that he has executed this Agreement as his free act and deed. Subscribed and sworn to before me this 13 day of December 2017.

Diane March  
Notary Public, in and for the

County of City of St. Louis  
State of Missouri

My commission expires on 1/21/19.

