

RELEASE OF CLAIMS

This release is made by Jacob Cole Anderson (hereafter, "Plaintiff").

RECITALS:

There is presently pending in the U.S. District Court for the Southern District of Illinois, a lawsuit bearing Case No. 23-CV-2056-MAB (hereafter, "Lawsuit") in which Plaintiff has claims pending against Josh Schildknecht, Scott Harvell, the Union County Sheriff's Department, Union County, David Wilkins, the Jonesboro Police Department, and the City of Jonesboro (hereafter, "Defendants"), arising from Plaintiff's arrest on June 18, 2021. Plaintiff and Defendants are collectively referred to as the "Parties."

The parties determined that to avoid the cost, expense, uncertainty, and time associated with further litigation, it is in their individual and mutual best interests to settle and compromise the claims pending in the Lawsuit.

Subsequently, the Parties, through their respective attorneys, assisted by mediator Brad K. Bleyer, negotiated and reached a settlement on December 19, 2024 on the terms contained in this Release.

In exchange for the consideration set forth in this Release, which Plaintiff acknowledges is sufficient, Plaintiff agrees as follows:

1. The foregoing Recitals are incorporated herein by reference and made a part hereof.

2.1 **RELEASE OF CLAIMS:** In exchange for the payment set forth in paragraph 3, Plaintiff does hereby for himself, his spouse and next of kin, and predecessors or successors in interest releases, acquits, and forever discharges the Defendants, and all former and current employees, agents, affiliated and related entities, elected and appointed officials and Board members, primary and excess insurers; and all other related persons, firms, corporations, associations, or partnerships and successors, heirs, assigns; and their attorneys (collectively referred to as "Releasees") from any and all existing or potential claims, actions, demands, injuries, damages, expenses, and compensation whatsoever, in law or equity, known or unknown, which Plaintiff now has, has had, or which may hereafter accrue against the Releasees arising out of or in any way related to the incidents and occurrences alleged in the Lawsuit, including the claims that are at issue in this Lawsuit, the pleadings and other papers filed in connection with which are adopted herein by reference.

2.2 Plaintiff further acknowledges that the release set forth in paragraph 2.1, covers claims and causes of action for any form of damages, whether compensatory, punitive, statutory, or otherwise, and includes claims and causes of action for all forms of costs, fees including attorney's fees, or expenses, which have accrued against the Releasees as a result of Plaintiff's arrest on June 18, 2021, before the date of the execution of this Release.

2.3 Plaintiff also acknowledges that the release set forth in paragraph 2.1 covers and bars any and all potential state or federal claims, causes of action, or legal theories, whether brought pursuant to statute or common law, which have been brought or which could have been brought against the Releasees as a result of Plaintiff's arrest on June 18, 2021, including the claims

which are the subject matter of the Lawsuit, regardless of whether Plaintiff discovers additional facts or legal theories after the execution of this Release.

3. **PAYMENT:** In exchange for the agreements and releases set forth in this Release, Plaintiff shall receive Fifty-Five Thousand Dollars (\$55,000) from the Union County Defendants and Three Thousand Dollars (\$3,000) from the City of Jonesboro Defendants for a total amount of Fifty-Eight Thousand Dollars (\$58,000), within 14 business days of receipt of this executed Release from Plaintiff. The payments shall be made by check payable to "KMK Client Funds Account." Defendants shall deliver the payment checks by mail to Plaintiff's attorney:

Jeffrey Kulwin
Kulwin, Mascionpinto, & Kulwin, LLP
161 N. Clark Street, Suite 2500
Chicago, IL 60601

Upon delivery of the check by mail, payment will be deemed received by Plaintiff, and Defendants' obligation to pay under this Release shall be considered satisfied.

4. **ATTORNEY'S FEES:** Plaintiff understands and agrees that the payment set forth in paragraph 3 is in full settlement and satisfaction of all claims released in this Release, including attorneys' fees and costs. Each party shall bear his or its own costs and attorneys' fees in connection with the Lawsuit, the negotiation and execution of this Release, the claims released herein, and in any matters occurring prior to the date of this Release. Plaintiff relinquishes any claim(s) for additional attorney's fees and costs.

5. **NO ADMISSION OF WRONGDOING:** Plaintiff understands and agrees that the settlement reached between the Parties is the compromise of uncertain and disputed claims, and that neither this Release nor any of its terms, conditions, or provisions shall be construed as an admission of liability or wrongdoing on the part of the Defendants or Releasees, or be offered or received into evidence in any action or proceeding as evidence of an admission of liability or wrongdoing. Plaintiff understands and agrees that the Defendants and Releasees continue to deny any and all wrongdoing and liability with respect to the events and incidents underlying Plaintiff's claims and intend merely to avoid the cost of further litigation.

6. **DISMISSAL:** Upon receipt of the settlement check referred to in paragraph 3, Plaintiff agrees to immediately take all action necessary to dismiss with prejudice all pending claims against the Defendants in the Lawsuit, including filing a stipulation to dismiss with prejudice all claims against the Defendants in this Lawsuit.

7. **INDEPENDENT DETERMINATION OF PLAINTIFF:** Plaintiff understands and agrees that he relied wholly upon his judgment, belief, and knowledge of the nature and extent of the claims, expenses, and damages allegedly sustained.

8. **REPRESENTATIONS & WARRANTIES:** In agreeing to enter into this Release, the Plaintiff expressly represents and warrants that he has full authority to execute this Release on behalf of himself. Plaintiff warrants that he has made no assignment of any of these rights, claims, or matters released herein to anyone, including any family member of Plaintiff or other persons

who may make a claim against any of the Releasees or their agents and employees for monies spent on their behalf in connection with this Release.

9. **TAX INDEMNIFICATION:** Plaintiff acknowledges that no representation has been made by the Releasees as to the appropriate tax treatment of any payments made to him under this Release. Plaintiff agrees that he shall be solely responsible for, and promise and agree to pay, any income or other taxes, interest or penalties owed by Plaintiff, if any, with respect to the payment referred to in this Release, and will indemnify and hold harmless the Releasees from and against any interest, penalties, or taxes as a result of Plaintiff's failure to report and pay any taxes due on any payment.

10. **INDEMNITY-HOLD HARMLESS:** Further, Plaintiff agrees to indemnify and hold harmless the Releasees from any and all costs, fees, liens, bills, expenses, liabilities, and losses, which might be incurred as a result of any outstanding medical bills or expenses or rights of reimbursements arising out of the Lawsuit, including but not limited to expense or liens asserted by any medical provider, Medicare or Medicaid. Plaintiff warrants he will hold harmless and indemnify the Releasees from any and all costs, fees, liabilities, and losses which might be incurred by the indemnitees or Releasees as a result of any outstanding liens (medical or otherwise), or rights of reimbursements arising out of his arrest alleged in the Lawsuit.

11. **CHOICE OF LAW:** This Release shall be governed by the internal laws of the State of Illinois without regard to conflict of law principles.

Plaintiff Jacob Cole Anderson by execution of this Release, represents that he has read the entire document before affixing his signature thereto, that he had an opportunity to consult his attorneys before executing this Release, that he fully understands the terms and conditions of this Release, and is voluntarily and freely executing this Release in exchange for the monetary consideration set forth in paragraph 3, and that no additional promises, consideration, or payment has been promised to him for executing and signing this Release.

Jacob C. Anderson
Jacob Cole Anderson
Plaintiff

Date: 01/06/2025