

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

THIS AGREEMENT is made and entered into this 19th day of May, 2020, by and between the Plaintiffs and the Defendants for the purpose of settling the various claims, controversies, and disputes among the parties related to claims asserted by Plaintiffs against the Defendants for the alleged damages incurred as a result of the suicide of Hunter Lee Johnson while housed at the Laramie County Detention Center, as more particularly described in the Complaint filed in the United States District Court for the District of Wyoming, Civil Action No. 17-CV-209-S along with all appeals and related cases. Both the Plaintiffs and the Defendants shall be fully and completely bound by this Release and Agreement of Settlement.

DEFINITIONS

“The Parties” means: the Plaintiffs and the Defendants.

“Plaintiffs” means: David Lee Johnson and Brenda Johnson, individually and as the Wrongful Death Co-Representatives of Hunter Lee Johnson and as the duly appointed Administrators of the Probate Estate of Hunter Lee Johnson, Deceased (Plaintiffs) and on behalf of any other claimants, heirs, devisees, assigns, and successors in interest (collectively referred to as Plaintiffs).

“Defendants” means: THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LARAMIE, a Wyoming Governmental Entity and Local Government, DANNY GLICK, Sheriff of Laramie County, JENNIFER STEPHENS, HAROLD JOHNSON, BRIAN DAVIS, LANDON HENRIE, JORDAN WEILAND, DOUG SIPES, DARCI FLINT, JESSE WARD, WAYNE GRAVES, RUSSELL MARTENS, and GLENNA HANSEN in all capacities, and any and all other employees named or unnamed, of any of the entity Defendants including any potential Does, and any other individuals insured or covered by the insurance of the Defendants, individually and on behalf of their current, former and future agents, employees, servants, officers, directors, and all of their successors or assigns and their liability insurance carriers, if any, as well as the respective spouses, children, heirs, executors, and administrators of said parties (collectively referred to as “Defendants”).

For purposes of this Settlement Agreement, “Defendants” includes any other individual or entity insured or covered by the insurance of the State of Wyoming, including current, former and future agents, employees, servants, officers, directors, and all of his successors or assigns and their liability insurance carriers, if any, as well as any respective spouses, children, heirs, executors, and administrators or officers who are sued or may be sued in their individual capacity for any Wyoming State law cause of action.

“Cases” or “actions” means: all claims or causes of action brought or which could have been brought by Plaintiffs against the Defendants in the United States District Court for the District of Wyoming, Civil Action No. 17-CV-209S; the Appeal of the same filed in the Circuit Court of Appeals for the Tenth Circuit, Case No. 19-8052; and in the District Court for the First Judicial District, Laramie County, Wyoming, Civil Action No. 192-071.

SUMMARY OF AGREEMENT

The Plaintiffs and the Defendants are settling, releasing and discharging all the claimed obligations and all manner of causes of action, rights, contracts, agreements, judgments, attorney’s fees, costs, claims and demands that have been asserted or which could have been asserted, and any and all other obligations of any kind or character whatever, whether or not asserted, whether or not known, and whether or not foreseen, that the Plaintiffs have or had against any or all Defendants, both named and unnamed arising from the above-described incidents. It is the intent of this Release of All Claims to discharge and acquit Defendants, individually and jointly, from all claims, loss or damage of any nature whatsoever from which a suit may be brought in law or in equity, including but not limited to past, present or future medical expense; past, present or future pain and

suffering; past, present or future emotional distress and mental anguish; loss of earning capacity; wrongful death; property damage; loss of enjoyment of life; loss of consortium; or any other claim, known or unknown, which may exist now or may exist in the future.

TERMS OF SETTLEMENT

a. **Individual Defendants.** Danny Glick, Jennifer Stephens, Harold Johnson, Brian Davis, Landon Henrie, Jordan Weiland, Doug Sipes, Darci Flint, Jesse Ward, Wayne Graves, Russell Martens, and Glenna Hansen, in their individual capacities will be dismissed with prejudice from all cases by stipulation before the dismissal of the cases based on the settlement. The settlement offer is being paid by the entity, employers, indemnitors, and insurers, including the State of Wyoming, SSIP, and the remaining Defendants and is not being paid by the individual Defendants listed above. The individual Defendants' dismissal with prejudice will be separate from the settlement of the case as set forth in the terms below.

b. **Consideration.** It is agreed by and between the Parties hereto, that in consideration for Plaintiffs' full and final release and discharge of the Defendants from any and all claims, demands, liabilities, actions and causes of action of whatsoever kind or

nature, whether known or which may become known arising out of or in any way related to the above-described incidents, that Plaintiffs shall dismiss said actions with prejudice, that the Defendants shall pay in settlement the total sum of One Hundred Seventy Thousand Dollars and no/100 dollars (\$170,000.00) and Defendants filing Satisfactions of Judgments for the Bills of Costs entered in the U.S. District Court action No. 17-CV-209S. Payment shall be made as follows:

i. the State of Wyoming State Self Insurance Program (SSIP) shall pay Thirty Thousand and no/100 (\$30,000);

ii. the Wyoming Association of Risk Management shall pay Twenty-five Thousand and no/100 (\$25,000); and

iii. CNA Insurance shall pay One Hundred Fifteen Thousand Dollars and no/100 dollars (\$115,000).

This completed and signed settlement agreement must be received by SSIP in order to initiate payment by SSIP because SSIP cannot initiate payment processing prior to receiving the fully executed settlement agreement.

c. **No Admission of Liability.** The Parties to this Agreement understand that the liability of the Defendants or any of them is disputed and this Agreement is a good faith

compromise and settlement of claims and causes of action and shall not be construed or treated by any party as an admission or evidence of liability or responsibility at any time or in any manner whatsoever.

e. **Covenant.** Plaintiffs do hereby voluntarily, knowingly and intentionally release and discharge Defendants, and their affiliates, predecessors, successors, assigns, parents, subsidiaries, beneficiaries, subrogees, principles, agents, partners, officers, directors, shareholders, employees, associates, insurers, attorneys, and representatives from any and all claims, actions, liabilities, demands, rights, damages, costs, expenses, and attorneys' fees (including but not limited to any claim of entitlement for attorneys' fees under any contract, statute, or rule of law allowing the prevailing party or Plaintiffs to recover attorneys' fees), or obligations of every kind and nature, which they may have, direct or indirect, known or unknown, foreseen or unforeseen, from the beginning of time to the effective date of this agreement.

This Agreement resolves and settles any and all claims of Plaintiffs and all Defendants for attorneys' fees, and all claims for costs and expenses incurred by them in this action.

f. **Liens and Subrogation interests.** It is understood and expressly agreed that the Plaintiffs shall discharge any and all liens, fees, hospital and medical expenses, subrogation interests and other obligations of the Plaintiffs or of the Parties hereby released, out of the proceeds of this settlement, and the Plaintiffs hereby assume, agree and warrant to discharge any such obligations that might otherwise fall upon the Defendants or their insureds.

Plaintiffs agree to indemnify and hold harmless these Defendants or their insurers, including the State of Wyoming, from any other claims arising out of the actions at issue. Plaintiffs further warrant that no person, firm, corporation, other entity or bankruptcy trustee has received any assignment, subrogation or other right of subrogation to the claim or claims which have been made or which could be made against the Defendants or their insurers, including the State of Wyoming, as a result of this claim, and agree to indemnify the Defendants and their insurers, including the State of Wyoming, from any such claims should such claims exist.

Laramie County, the Laramie County Detention Center, and/or any county department which made any payments on Hunter Johnson's behalf for treatment of any type will receive no reimbursement for those payments. If any such expenses were incurred

and are legally due and payable by Laramie County, the Laramie County Detention Center, and/or any county department, the County will not seek reimbursement from Plaintiffs.

g. **Payment.** Upon receipt by SSIP of the completed and signed settlement agreement, payment shall be made by the Defendants in the amounts set forth in paragraphs b.i through b.iii above. The checks will be made payable to **ROBINSON STELTING WELCH BRAMLET, LLC**. The Defendants shall have forty-five (45) days from the date of entry of the latest order dismissing the individual Defendants from the actions in which to deliver the above-described checks to the Plaintiffs. The Plaintiffs shall provide a receipt to counsel for the Defendants acknowledging that the consideration of paragraph (b) has been paid. The Plaintiffs shall also make such payments or negotiate the liens that exist, if any, relevant to this case and advise counsel for the Defendants for each such payment, if any.

h. It is understood and agreed by the Plaintiffs that, with respect to the payment to be made under this Settlement Agreement and Release of Claims, income and other taxes are not required to be withheld by Defendants. It is understood and agreed that with respect to Plaintiffs, this is a settlement of claims by them, and that the payments are not related to employment or income.

CAUSES OF ACTION TO BE DISMISSED

Upon execution of this agreement by the parties, receipt by Plaintiffs of the aforementioned consideration, and after the Orders Dismissing the Individual Defendants with Prejudice, the Plaintiffs shall cause to be entered in the United States District Court for the District of Wyoming, Civil Action No. 17-CV-209S, in the Circuit Court of Appeals for the Tenth Circuit, Case No. 19-8052, and in the District Court for the First Judicial District, Laramie County, Wyoming, Civil Action No. 192-071, dismissals of said actions against all parties, with prejudice.

WARRANTIES AND MISCELLANEOUS PROVISIONS

a. All Parties to this Agreement warrant and represent each to the other, that they have been fully informed and have full knowledge of the terms, conditions and effects of this Agreement.

b. All Parties to this Agreement warrant and represent, each to the other, that they either personally or through their attorney or attorneys have fully investigated, to such Party's full satisfaction, all facts surrounding the claim and the terms and effects of this Agreement.

c. All Parties to this Agreement warrant and represent, each to the other, that no promise or inducement has been offered or made except as herein set forth, and that this Release and Agreement is executed without reliance upon any statement or representation by any other Party or his agent.

d. Plaintiffs and all Defendants further expressly understand and agree that the signing of this Settlement Agreement and Release of Claims shall be forever binding upon them and that no rescission, modification or release of any party from the terms of this Settlement Agreement and Release of Claims will be made for any reason. Plaintiffs and Defendants acknowledge that this Settlement Agreement and Release of Claims is contractual in nature and that the terms set forth herein are not mere recitals.

e. Plaintiffs further represent and warrants that they are fully competent to enter into the Settlement Agreement and Release of Claims and, where necessary, have received approval of the court having jurisdiction over the subject matter of this Settlement Agreement and Release of Claims.

f. Plaintiffs agrees to hold the State of Wyoming and its agencies harmless in any dispute over payment of the settlement proceeds if between Plaintiffs and counsel or

any other party, and agrees to indemnify the State of Wyoming for any damages, losses, attorney fees or expenses incurred by those parties in the defense of any such dispute.

g. It is understood and agreed by the parties that this is a settlement of a claim for personal physical injury, that the consideration set forth herein constitutes damages on account of personal physical injury arising from an occurrence within the meaning of section 104(a)(2) of the Internal Revenue Code of 1986 as revised.

[REMAINDER OF PAGE INITIALLY LEFT BLANK]

**[THIS DOCUMENT INCLUDING ALL COUNTERPARTS EXECUTED BY THE
PARTIES CONSTITUTES THE ENTIRE AGREEMENT]**

FOR THE PLAINTIFFS:

David Lee Johnson

DATE: _____

April 18th, 2020

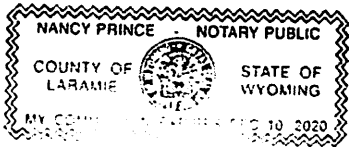
DAVID LEE JOHNSON [REDACTED]

STATE OF WYOMING
COUNTY OF LARAMIE

This instrument was acknowledged before me on April 18 by David Lee Johnson

Nancy Prince
Notary Public

Seal



My Commission Expires: Dec 10, 2020

BRENDA JOHNSON (SSN# - -)

DATE: _____

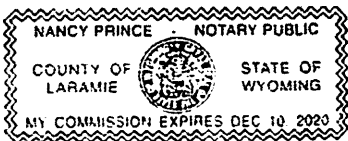
April 18, 2020

STATE OF Wyoming
COUNTY OF Laramie

This instrument was acknowledged before me on April 18 by Brenda Johnson

Nancy Prince
Notary Public

Seal



My Commission Expires: Dec 10, 2020

FOR THE PLAINTIFFS:

DATE: _____

DAVID LEE JOHNSON (SSN# _____)

_____, 2020

STATE OF WYOMING
COUNTY OF LARAMIE

This instrument was acknowledged before me on _____ by David Lee Johnson

Seal

Notary Public

My Commission Expires: _____

Brenda Johnson

DATE: _____

April 21

_____, 2020

BRENDA JOHNSON [REDACTED]

STATE OF Texas
COUNTY OF Harris

This instrument was acknowledged before me on April 21, 2020 by Brenda Johnson

Seal

Mari Romera

Notary Public

My Commission Expires: 02-19-2024



FOR THE DEFENDANTS:

For the BOARD OF COUNTY COMMISSIONERS
OF LARAMIE COUNTY, WYOMING

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on _____ by
_____ for the BOARD OF COUNTY COMMISSIONERS OF LARAMIE
COUNTY, WYOMING.

Seal

Notary Public

My Commission Expires: _____

For the STATE OF WYOMING,
STATE SELF INSURANCE PROGRAM

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on _____ by
_____ for the STATE OF WYOMING, STATE SELF INSURANCE
PROGRAM

Seal

Notary Public

My Commission Expires: __