

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement is made this 2nd day of ~~September~~^{October}, 2023, by and between Jennell Black, individually and as Personal Representative of the Estate of Anton Black; Antone Black, individually and as Personal Representative of the Estate of Anton Black; Katyra Boyce, as mother and next friend of Winter Black, a minor; and the Coalition for Justice for Anton Black (hereinafter “Plaintiffs”), on the one hand, and Russell Alexander, M.D., in his individual and official capacities; David Fowler, MB, ChB, in his individual capacity; Stephanie Dean, M.D., in her official capacity as interim Chief Medical Examiner for the State of Maryland; and the State of Maryland (hereinafter “Defendants”), on the other hand (collectively the “Parties”).

RECITALS

WHEREAS, on December 17, 2020, Plaintiffs filed suit against Defendants (including their predecessors, if any) and others in the United States District Court for the District of Maryland, *Jennell Black. et al. v. Thomas Webster IV, et al.*, Civil Action No. 1:20-cv-03644-CCB (the “Lawsuit”); and

WHEREAS, Plaintiffs previously entered into a settlement agreement and release relating to the Lawsuit with other defendants in the Lawsuit, Thomas Webster IV, Michael Peyto, Gary Manos, Dennis Lannon, Jeannette L. Cleveland f/k/a Jeannette L. Delude, the Town of Greensboro, the Town of Ridgley, and the Town of Centreville; and

WHEREAS, Defendants deny any and all liability for the claims asserted by Plaintiffs; and

WHEREAS, to avoid the uncertainty and expense of further litigation, Plaintiffs and Defendants desire to resolve fully and finally all issues and disputes between them involving the matters alleged in the Lawsuit, without any admission of liability;

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration as is more fully described below, Plaintiffs and Defendants agree as follows:

AGREEMENT

A. The parties to this Settlement Agreement and Release (“Settlement Agreement”) are the Plaintiffs and Defendants. Except for the parties released by this Settlement Agreement, no other person or entity shall be deemed a third-party beneficiary of this Settlement Agreement.

B. This Settlement Agreement applies to, is binding upon, and inures to the benefit of the Plaintiffs (and Plaintiffs' successors and assigns) and the Defendants (and their successors, assigns, and designees).

C. This Settlement Agreement shall not constitute an admission or evidence of any fact, wrongdoing, misconduct, or liability on the part of any the Defendants, the State of Maryland, or any other person affiliated with the State of Maryland or any of the Defendants.

D. Each undersigned representative of the Parties to this Settlement Agreement certifies that he or she is fully authorized by the Party to enter into and execute the terms and conditions of this Settlement Agreement and to legally bind such Party to this Settlement Agreement.

E. This Settlement Agreement is the entire agreement between the Plaintiffs and the Defendants in this case. This Settlement Agreement constitutes the complete, final, and entire understanding of the Parties hereto, and they shall not be bound by any terms, conditions, covenants, or representations not expressly herein contained. To the extent this Settlement Agreement references other documents, those documents are referenced for informational purposes only and are not thereby incorporated by reference into, and do not constitute a part of, this Settlement Agreement. All prior conversations, meetings, discussions, drafts, and writings of any kind are specifically superseded by this Settlement Agreement.

F. This Settlement Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing the agreement to be drafted.

G. This Settlement Agreement may be executed in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one agreement. The execution of one counterpart by any Party shall have the same force and effect as if that Party had signed all other counterparts.

H. Subject to the approval of the Maryland Board of Public Works, and identification of available appropriated funds, as provided in sub-paragraphs (1) – (2) below, the State of Maryland (the "State") shall:

- Pay to Jennell Black, individually and as Personal Representative of the Estate of Anton Black; Antone Black, individually and as Personal Representative of the Estate of Anton Black; and Katyra Boyce, as mother and next friend of Winter Black, a minor, the sum of One Hundred Thousand Dollars (\$100,000.00) (the "Family Plaintiffs' Settlement Amount") to settle

and compromise all claims for damages, attorneys' fees and costs released herein in the form of a check payable to the "Jennell Black, Antone Black, Katyra Boyce, and attorney Leslie D. Hershfield"; and

- Pay to the Coalition for Justice for Anton Black ("Coalition") the sum of One Hundred Thirty-Five Thousand Dollars (\$135,000) (the "Coalition Settlement Amount") to settle and compromise all claims released herein in the form of a check payable to "Arnold & Porter Kaye Scholer LLP".

1. The Defendants shall promptly submit a request for approval of this Settlement Agreement to the Maryland Board of Public Works under the policies of the Board of Public Works.

2. The obligation of the State to make payment of the Family Plaintiffs' Settlement Amount and Coalition Settlement Amount set forth in this Paragraph H is subject to: (1) approval by the Board of Public Works; and (2) the identification by the State of funds to satisfy the Family Plaintiffs' Settlement Amount and the Coalition Settlement Amount. If the Board of Public Works rejects the Settlement Agreement, or if the State provides notice to the Plaintiffs that it has been unable to identify funds to satisfy the Family Plaintiffs' Settlement Amount and the Coalition Settlement Amount, the Plaintiffs shall have the right to prosecute their claims against the Defendants as though this Settlement Agreement had never been entered into.

I. Plaintiffs acknowledge and agree that they are and will be solely and entirely responsible for the payment and discharge of all federal, state, and local taxes which may, at any time, be found to be due as a result of the payment of the Family Plaintiffs' Settlement Amount and Coalition Settlement Amount, and Defendants and the State make no representation as to the tax consequences or tax treatment of the Family Plaintiffs' Settlement Amount or Coalition Settlement Amount.

J. If the Maryland Board of Public Works approves this Settlement Agreement, the State will, within 30 days of such approval, cause the Office of the Chief Medical Examiner to adopt the Procedures and Practices: Death During Law Enforcement Restraint (attached hereto as Exhibit A) and Procedures and Practices: Administrative Review of Correction of Findings and Conclusions (attached hereto as Exhibit B).

K. If the Maryland Board of Public Works approves this Settlement Agreement, the State will timely cause the Office of the Chief Medical Examiner to revise Procedures and Practices: Administrative Review of Correction of Findings and Conclusions (attached hereto as Exhibit B) to reflect that the time for a person in interest to request the medical examiner correct findings and conclusions on the cause and manner of death recorded on a death certificate is extended from 60 to 180 days, consistent with House Bill 863 (2023

Reg. Legis. Sess.) which takes effect on October 1, 2023 and which amends § 5-310(d) of the Health-General Article.

L. Within three business days of Plaintiffs' receipt of the payment of the Family Plaintiffs' Settlement Amount and Coalition Settlement Amount as described above, Plaintiffs shall take all steps necessary to effectuate a dismissal, with prejudice, of the Lawsuit.

M. Plaintiffs acknowledge that no representation of fact or opinion has been made by Defendants to induce this compromise with respect to the extent or nature of any injuries or damages or as to the likelihood of future complications, or recovery therefrom, and that the consideration set forth herein is solely by way of compromise of the disputed claims, and to foreclose all possibility of any future claims based upon acts, errors or omissions which occurred prior to the date of this Settlement Agreement, whether known or unknown, and that in determining said consideration, there has been taken into consideration the fact that unexpected consequences may result, known or unknown, and it is therefore, specifically agreed that this Settlement Agreement shall be a complete bar to all claims or suits for injuries or damages of whatsoever nature relating to the matters that were alleged, or that could have been alleged, in the Lawsuit, or that relate to the incident or incidents giving rise to the Lawsuit.

N. Plaintiffs hereby covenant and agree not to sue any person, firm, corporation, association or government entity for any claims, demands, damages, actions, causes of action or suit at law or in equity, of whatever kind or nature, whether known or unknown, suspected or unsuspected, existing now or to arise in the future, arising out of or relating, in any way, to the matters that were alleged, or that could have been alleged, in the Lawsuit, or that relate to the incident or incidents giving rise to the Lawsuit.

O. Plaintiffs covenant and agree for themselves, their successors, administrators and assigns, to indemnify and save any of the Defendants and/or Releasees harmless if any of them are found to be liable to pay anyone as a result of any suit initiated by or through Plaintiffs, or on their behalf, demanding the same or similar damages claimed by Plaintiffs against Defendants in the Lawsuit, and to pay on behalf of Defendants and/or Releasees, reasonable attorneys' fees, court costs, or other reasonable costs of litigation which they may incur in any case, cross claim, or third-party claim filed as a consequence of Plaintiffs filing suit against any person or entity not released herein demanding the same or similar damages claimed in the Lawsuit.

P. Plaintiffs, for themselves, their successors, administrators and assigns, covenant and agree to execute such instruments, documents or further assurances as may be necessary to carry out Plaintiffs' obligations hereunder, including the waiver or release of any verdict or judgment entered in favor of Plaintiffs and against someone other than

Defendants and/or Releasees by the amount of any verdict or judgment said person or entity obtains against any of the Defendants and/or Releasees for indemnification or contribution.

Q. Plaintiffs acknowledge that it is their sole responsibility to satisfy any and all liens, known and unknown, arising out of the events giving rise to the Lawsuit. Plaintiffs assume all responsibility for payment of any liens or other claims for payment from the Family Plaintiffs' Settlement Amount and Coalition Settlement Amount, including their attorneys' fees. Plaintiffs further assume all responsibility for compliance with any and all applicable provisions of the Estates & Trusts Article of the Annotated Code of Maryland with respect to any and all sums paid to any minor child beneficiary of this settlement.

R. This Agreement is governed by, and interpreted according to, the laws of the State of Maryland without regard to conflict of laws principles.

S. This Settlement Agreement may not be modified or changed orally, but only by an agreement in writing signed by all Parties.

T. The Parties represent that prior to signing this Settlement Agreement, each has read it, understood its terms and conditions, consulted with counsel, and voluntarily signed it.

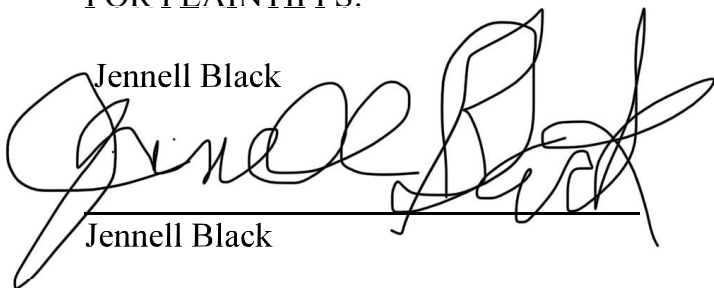
RELEASE

U. Upon payment of the Family Plaintiffs' Settlement Amount and Coalition Settlement Amount, in full and final settlement of the Plaintiffs' claims, the Parties agree that the following release of claims shall become effective:

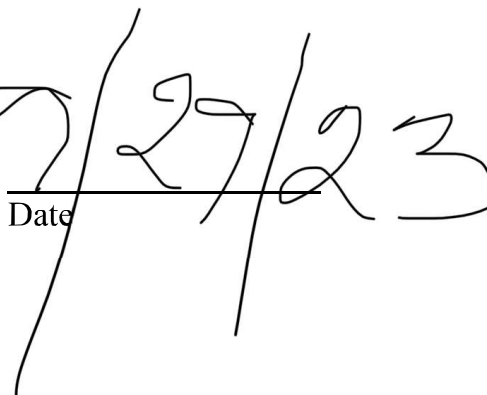
Each of the Plaintiffs, for himself, herself, or itself and any claiming through him, her, or it, and his, her, or its heirs, executors, administrators and assigns, do hereby release, acquit and forever discharge the Defendants, the State of Maryland, as well as their respective successors and assigns, departments, divisions, units, current and former officials, current and former officers, current and former agents, current and former servants, current and former representatives, current and former employees and current and former independent contractors, and any and all other persons, associations, corporations, and government entities, whether or not named herein or referenced, who together with the Defendants may be jointly or severally liable to the Plaintiffs (the "Releasees"), from all claims, demands, actions, causes of action, suits, damages, losses, attorneys' fees and expenses of each and every kind, type or nature whatsoever, whether known or unknown, raised in the Lawsuit, which could have been raised in the Lawsuit, or which relate in any way to the matters alleged in the Lawsuit.

FOR PLAINTIFFS:

Jennell Black



Jennell Black



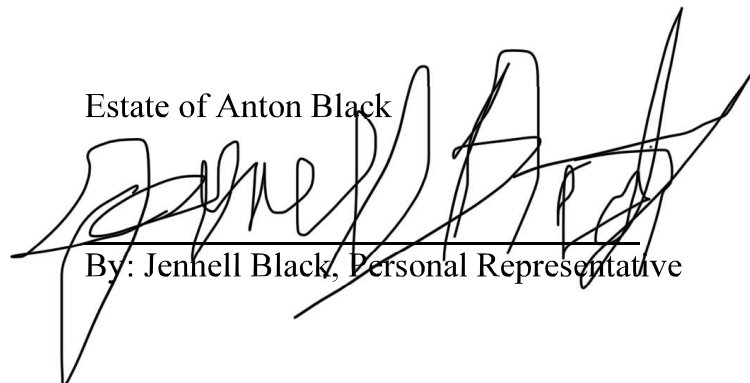
Date

Antone Black

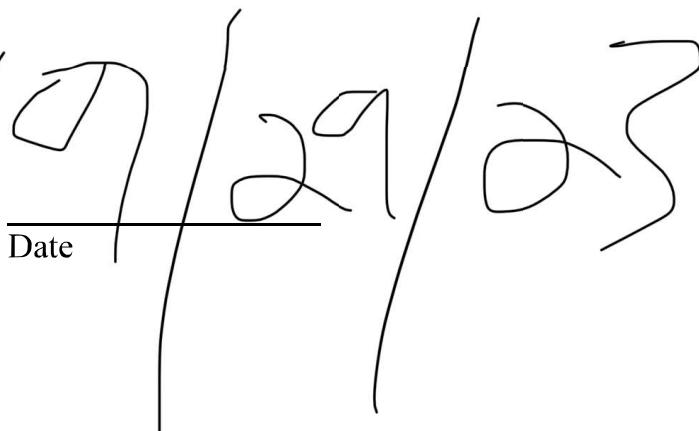
Antone Black

Date

Estate of Anton Black



By: Jennell Black, Personal Representative



Date

Estate of Anton Black

By: Antone Black, Personal Representative

Date

Winter Black, a minor

By: Katyra Boyce, as mother and next friend
of Winter Black, a minor

Date

FOR PLAINTIFFS:

Jennell Black

Jennell Black

Date

Antone Black

~~Antone Black~~
Antone Black

~~9/20/23~~
Date

Estate of Anton Black

By: Jennell Black, Personal Representative

Date

Estate of Anton Black

~~Antone black~~
By: Antone Black, Personal Representative

~~09/20/23~~
Date

Winter Black, a minor

By: Katyra Boyce, as mother and next friend
of Winter Black, a minor

Date

FOR PLAINTIFFS:

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Date

Antone Black

Antone Black

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Estate of Anton Black

By: Jennell Black, Personal Representative

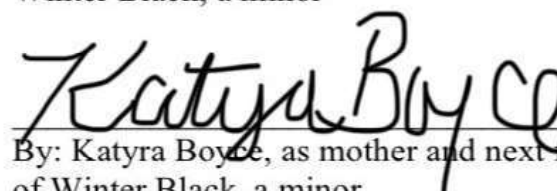
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Estate of Anton Black

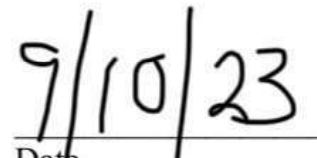
By: Antone Black, Personal Representative

Date

Winter Black, a minor




By: Katyra Boyce, as mother and next friend
of Winter Black, a minor



Date

Coalition for Justice for Anton Black


By: Richard M. Potter, Jr., Co-Founder

9/15/2023
Date

FOR DEFENDANTS:

Russell T. Alexander, M.D.

Russell T. Alexander, M.D.

Date

David R. Fowler, MB, ChB

David R. Fowler, MB, ChB

Date

THE STATE OF MARYLAND

By:

Date

Title: _____

Approved for legal sufficiency:

James N. Lewis
Assistant Attorney General

Coalition for Justice for Anton Black

By: Richard M. Potter, Jr., Co-Founder

Date

FOR DEFENDANTS:

Russell T. Alexander, M.D.



Russell T. Alexander, M.D.

10/2/23

Date

David R. Fowler, MB, ChB

David R. Fowler, MB, ChB

Date

THE STATE OF MARYLAND

By:

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Assistant Attorney General

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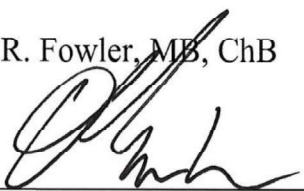
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Russell T. Alexander, M.D.

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David R. Fowler, MB, ChB



David R. Fowler, MB, ChB

Date

10/2/2023

THE STATE OF MARYLAND

By:

Date

Title: _____

Approved for legal sufficiency:

James N. Lewis
Assistant Attorney General

Coalition for Justice for Anton Black

By: Richard M. Potter, Jr., Co-Founder

Date

FOR DEFENDANTS:

Russell T. Alexander, M.D.

Russell T. Alexander, M.D.

Date

David R. Fowler, MB, ChB

David R. Fowler, MB, ChB

Date

THE STATE OF MARYLAND



By:

9/11/23

Date

Title: *Secretary of Health*

Approved for legal sufficiency:

James N. Lewis
Assistant Attorney General

Coalition for Justice for Anton Black

By: Richard M. Potter, Jr., Co-Founder

Date

FOR DEFENDANTS:

Russell T. Alexander, M.D.

Russell T. Alexander, M.D.

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David R. Fowler, MB, ChB

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Date

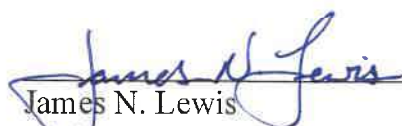
THE STATE OF MARYLAND

By:

Date

Title:

Approved for legal sufficiency:


James N. Lewis
Assistant Attorney General