

SETTLEMENT AGREEMENT AND RELEASE

WHEREAS, SARA HAIDEE ALEMAN MEDRANO (“MEDRANO”) and RESOURCES FOR IMMIGRANT SUPPORT AND EMPOWERMENT COALITION OF WESTERN MARYLAND, on behalf of itself and its members (“RISE”), (hereinafter referred to as “Releasers”) filed suit against FREDERICK COUNTY SHERIFF CHARLES A. JENKINS, FREDERICK COUNTY DEPUTY BRIAN M. MOTHERSHEAD, FREDERICK COUNTY DEPUTY SHERIFF RANDY C. BARRERA, FREDERICK COUNTY MARYLAND, AND FREDERICK COUNTY SHERIFF’S OFFICE, (hereinafter “Releasees”), in the United States District Court for the District of Maryland, Civil Action No. 19-cv-02038-RDB (hereinafter “the Lawsuit”), alleging violations of Releasers’ rights under 42 U.S.C. § 1983, the Fourth and Fourteenth Amendments of the United States Constitution, and Title VI of the Civil Rights Act of 1964, arising from an encounter involving MEDRANO, MOTHERSHEAD AND BARRERA on July 7, 2018, and other circumstances as referred to in the Complaint (hereinafter “the Occurrences”);

WHEREAS, the Releasers’ allegations in the Lawsuit have been disputed and controverted by Releasees;

WHEREAS, the Releasers and Releasees are referred to collectively herein as “the Parties”;

WHEREAS, the Parties have engaged in settlement negotiations and the Releasers and the Releasees and Releasees’ insurer, The Travelers Indemnity Company, have

agreed to compromise and settle Releasers' monetary and non-monetary claims against Releasees;

WHEREAS, it is the intent of Releasers and Releasees and Releasees' insurer, The Travelers Indemnity Company, that all of Releasers' claims for monetary damages, for attorneys' fees, and for non-monetary relief, concerning the acts or omissions which were actually asserted or which could have been asserted in the Lawsuit with respect to the Occurrences, be settled and discharged;

WHEREAS, it is the intent of the Parties that this Settlement Agreement and Release (hereinafter "Settlement Agreement") be construed as settlement of all disputed and controverted claims with regard to each and every claim arising from the Occurrences by the Releasers against the Releasees; and

WHEREAS, it is the intent of the Parties that the amount paid on behalf of Releasees to Releasers is not payment as punishment or penalty against Releasees.

NOW, THEREFORE, in consideration of the mutual understandings, promises, and covenants contained herein, and for good and valuable consideration, Releasers and Releasees agree as follows:

1. In consideration of promises made by Releasers herein, and contingent upon Releasers' fulfillment of the conditions of this Agreement, Releasees shall provide the following compensation and relief to Releasers:
 - a. The sum of Twenty-Five Thousand Dollars (\$25,000.00) to be paid to Medrano by check, made out to Sara Haidee Aleman Medrano, within thirty (30) days after this Settlement Agreement has been signed by all Parties and by Releasers' counsel, and The Travelers Indemnity Company, as full settlement of the claims for damages in the Lawsuit;

- b. Sheriff Jenkins, on behalf of himself, Frederick County, and the Frederick County Sheriff's Office, has already or will implement, within thirty (30) days of executing this Settlement Agreement, policies, practices, and training as described in Exhibit A attached hereto, which Releasors acknowledge as full and satisfactory settlement of Releasors' claims for non-monetary relief in the Lawsuit; and
- c. The total sum of One Hundred Thousand Dollars (\$100,000.00) to be paid, within thirty (30) days after this Settlement Agreement has been signed by all Parties and by Releasors' counsel and The Travelers Indemnity Company, to Releasors' counsel, collectively, as full and satisfactory settlement of Releasors' claims for attorneys' fees and costs in the Lawsuit. Payment shall be made by one check made payable to Nixon Peabody LLP in the amount of \$100,000.00.
- d. The Frederick County Sheriff's Office will execute on its letterhead and deliver to Releasors' counsel a letter of apology in the agreed form attached hereto as Exhibit B.

2. Releasors hereby completely release and forever discharge, and covenant not to sue Releasees, their agents, officials, officers, servants, employees, successors and assigns, insurers, or The Travelers Indemnity Company, in their individual and official capacities, from any and all past, present, or future claims, demands, obligations, actions, causes of action, rights, damages, costs, losses of services, or other losses, expenses, and compensation or penalty of any nature whatsoever, whether based in tort, contract, constitution, statute or ordinance, or other theory of recovery, which Releasors now have, or which may hereafter accrue or otherwise be acquired, on account of the Occurrences, or which are or might have been the subject of the Lawsuit including, without limitation, any and all known or unknown claims for bodily, personal or other injuries, including constitutional injuries which have resulted or may result to Releasors from the alleged acts or omissions described in the Lawsuit, and including Releasors' claims for attorneys' fees and costs which have resulted or may result from the Occurrences or from the Lawsuit.

3. This Settlement Agreement shall be a fully binding and complete settlement between and among the Parties, their agents, officials, officers, attorneys, representatives, employees, successors and assigns, insurers, and The Travelers Indemnity Company, from any and all past, present, or future claims, demands, obligations, actions, causes of action, rights, damages, costs, and successors of the

same that arise from the Lawsuit or from the Occurrences, including Releasors' claims for attorneys' fees and costs which have resulted or may result from the Occurrences or from the Lawsuit. Releasors acknowledge and agree that the Settlement Agreement and discharge set forth above is a general release as to Releasees, their officials, officers, attorneys, representatives, employees, successors and assigns, insurers, and The Travelers Indemnity Company, for any and all charges, claims, causes of action, or otherwise, for damages, for declaratory relief, and for attorneys' fees and costs which exist as of this date. Releasors expressly waive any and all claims arising from the Occurrences which exist as of this date, but of which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or otherwise and which, if known, would materially affect Releasors' decision to enter into this Settlement Agreement. Releasors further agree that they have accepted payment of the sum specified herein as a complete compromise of Releasors' claims involving disputed issues of law and fact and agree that the policy, practices, and training which have been instituted by the Frederick County Sheriff's Office are a full and satisfactory compromise of Releasors' claims for non-monetary relief involving disputed issues of law and fact. It is expressly understood and agreed by Releasors that this Settlement Agreement is a compromise of disputed claims.

4. In entering into this Settlement Agreement, the Parties represent that they have been, and are, represented by their respective attorneys, who are the attorneys of their own choice, in connection with the Lawsuit, the settlement negotiations, and this Settlement Agreement; that the Parties have relied upon the advice of their attorneys concerning the legal consequences of this Settlement Agreement; that each party has relied upon such counsel and their own judgment and has not been influenced to any extent whatsoever by any agent, representative, representations or statements of the opposing party, their representatives, or anyone other than their own counsel; that the terms of this Settlement Agreement have been completely read by all Parties and explained to them by their attorneys; and that the terms of this Settlement Agreement are fully understood and voluntarily accepted by all Parties.

5. Releasors agree that the payment of any sum of money and the implementation of any policy, practices, or training by Releasees shall not constitute or be construed as an admission of liability on the part of the Releasees, their officials, officers, current or former employees, representatives, agents, or agencies.

6. Releasors represent and warrant that no other person or entity has, or has had, a legally enforceable interest in the claims, demands, obligations, or causes of

action asserted in the Lawsuit or referred to in this Release, except as otherwise set forth herein; that they have the sole right and exclusive authority to execute this Settlement Agreement and receive the monetary and non-monetary relief stated above, and that Releasers have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or such causes of action referred to in this Settlement Agreement.

7. Releasor Medrano agrees and acknowledges that it is her obligation to satisfy any and all liens and claims of any kind against the amount paid to her under this Settlement Agreement.

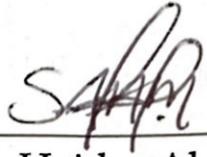
8. The Parties understand and agree for themselves, their successors, heirs, administrators and assigns, that in the event any provision of this Settlement Agreement shall be deemed for any reason to be unenforceable, illegal or otherwise invalid, then that provision alone shall be stricken and the remaining provisions shall survive and shall be enforceable in accordance with their terms.

9. This Settlement Agreement contains the entire agreement between the Parties, and all the parts of this document, including the WHEREAS clauses, are contractual, binding and not mere recitals.

10. This Settlement Agreement shall be governed by Maryland law, without regard to whether it cites to any statutes or case law.

11. This Settlement Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Settlement Agreement.

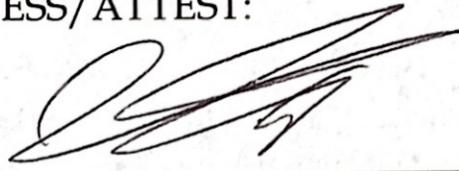
THE UNDERSIGNED HAS READ THE FOREGOING SETTLEMENT AGREEMENT
AND RELEASE AND FULLY UNDERSTANDS IT.



Sara Haidee Aleman Medrano

01-13-2021
Date

WITNESS/ ATTEST:



By: Jessy Roberto Jimenez

01-13-2021
Date

RESOURCES FOR IMMIGRANT SUPPORT
AND EMPOWERMENT COALITION OF WESTERN MARYLAND

By:

Date

WITNESS/ ATTEST:

By:

Date

NIXON PEABODY LLP

By:

Date

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AND EMPOWERMENT COALITION OF WESTERN MARYLAND


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01/13/2021
Date

WITNESS/ ATTEST:


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01/13/2021
Date

NIXON PEABODY LLP

By:

Date

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Date

RESOURCES FOR IMMIGRANT SUPPORT
AND EMPOWERMENT COALITION OF WESTERN MARYLAND

By:

Date

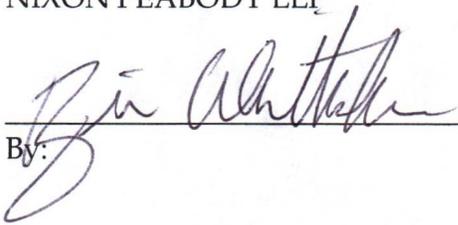
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By:

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NIXON PEABODY LLP

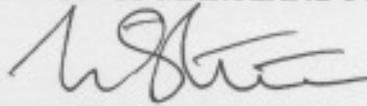
By:



Date

1/19/2021

AMERICAN CIVIL LIBERTIES
UNION OF MARYLAND FOUNDATION


By: Nick Taichi Steiner

1/15/2021
Date

Charles Jenkins

Date

Brian Mothershead

Date

Randy Barrera

Date

FREDERICK COUNTY, MARYLAND

By:

Date

FREDERICK COUNTY SHERIFF'S OFFICE

By:

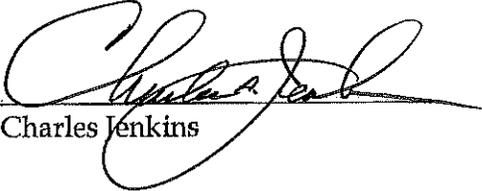
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THE TRAVELERS INDEMNITY COMPANY

By:

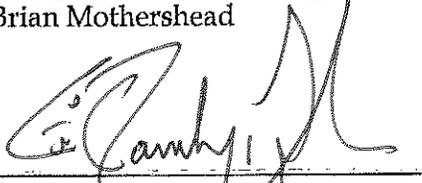
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AMERICAN CIVIL LIBERTIES
UNION OF MARYLAND FOUNDATION

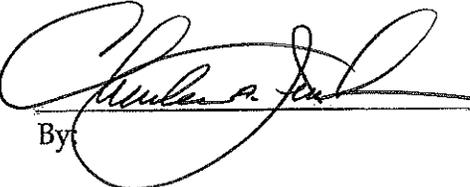
By: _____ Date _____

Charles Jenkins Date 1/15/2021

By: _____ Date _____

Brian Mothershead Date 1/14/21

By: _____ Date _____

Randy Barrera Date 1-14-2021

FREDERICK COUNTY, MARYLAND

By: _____ Date _____

By: _____ Date 1/15/2021

FREDERICK COUNTY SHERIFF'S OFFICE

By: _____ Date _____

THE TRAVELERS INDEMNITY COMPANY

By: _____ Date _____

AMERICAN CIVIL LIBERTIES
UNION OF MARYLAND FOUNDATION

By: _____

_____ Date

Charles Jenkins

_____ Date

Brian Mothershead

_____ Date

Randy Barrera

_____ Date

FREDERICK COUNTY, MARYLAND



By: **BYRON C. BLACIL**
COUNTY ATTORNEY

_____ Date

01/07/21

FREDERICK COUNTY SHERIFF'S OFFICE

By: _____

_____ Date

THE TRAVELERS INDEMNITY COMPANY

By: _____

_____ Date

AMERICAN CIVIL LIBERTIES
UNION OF MARYLAND FOUNDATION

By: _____

_____ Date

Charles Jenkins _____

_____ Date

Brian Mothershead _____

_____ Date

Randy Barrera _____

_____ Date

FREDERICK COUNTY, MARYLAND

By: _____

_____ Date

FREDERICK COUNTY SHERIFF'S OFFICE

By: _____

_____ Date

THE TRAVELERS INDEMNITY COMPANY

By: _____

_____ Date

Heather Lucchese

1/7/2021