

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made and entered into by and between the Plaintiff Theresa Taylor (“Plaintiff”) and defendants Don Wagner, Mark Tolbert, Cathy Dean, Nathan Garrett, and Quinton Lucas (“Defendants”) and the Kansas City, Missouri, Board of Police Commissioners (“Board,” and, together with Plaintiff and Defendants, the “Parties”) as of the date fully executed by all Parties below. For due and good consideration recited herein, the Parties agree and state as follows:

1. **The Action.** Theresa Taylor is the named plaintiff in a lawsuit in the United States District Court for the Western District of Missouri, captioned *Taylor v. Wagner, et al.*, Case No. 4:20-CV-00834 (the “Action”), alleging violations of her constitutional rights.

2. **No Admission of Liability.** Neither the fact of this Agreement, nor any term or provision hereof shall be construed as an admission by any party to the Action of the merit or viability of any claims or defenses asserted by any party to the Action, or an admission of liability by any of the Defendants, all liability hereby being expressly denied by the Defendants.

3. **Payment and Other Consideration.** Subject to the terms and conditions of this Agreement, in exchange for Plaintiff’s release set forth herein, the Board shall, within 90 days of execution of this Agreement:

- a. Issue two checks, as follows:
 - i. One check in the amount of \$8,000 made payable to the “American Civil Liberties Union of Missouri Foundation,” and delivered to Anthony E. Rothert, 906 Olive Street, Suite 1130, St. Louis, Missouri 63101.
 - ii. One check in the amount of \$250 made payable to “Theresa Taylor” as compensation for her alleged nominal damages, and delivered to Plaintiff’s counsel at the following address: Anthony E. Rothert, 906 Olive Street, Suite 1130, St. Louis, Missouri 63101.

Payment under this Paragraph 3(a) is inclusive of any and all attorneys’ fees, benefits, compensation, costs (including court costs), claims, damages, expenses, expert witness fees, injuries, reimbursements, remuneration, and all other costs, expenses, or fees of any kind sought by Plaintiff from Defendants in the Action.

- b. Train all Kansas City, Missouri, Police Department (“KCPD”) detention officers to follow the bond schedule established by the court, and direct them not to impose any conditions of release beyond the bonding schedule or other imposed conditions from the court and/or prosecutor.
- c. Amend the Division Detention Manual to include directives on following the bond schedule established by the court, and directives on not imposing any conditions of release beyond the bonding schedule and/or other imposed conditions from the court and/or prosecutors.

Defendants further acknowledge and represent that all sworn KCPD officers have received training on the following topics; or, if they have not, all sworn KCPD officers will receive this training within three years of execution of the Agreement:

- a. Anti-bias;
- b. 1st Amendment;
- c. 4th Amendment; and
- d. De-escalation.

4. Dismissal. Upon execution of this Agreement and receipt of both payments as set forth in Paragraph 3(a)(i) and (ii) above, Plaintiff's counsel shall file a Joint Stipulation of Dismissal with Prejudice as to all claims in the Action.

5. Release. In exchange for the consideration set forth in Paragraph 3 above, Plaintiff hereby releases, acquits, and forever discharges the Board, KCPD, and any current, former, or future employees or agents of the KCPD or the Board (collectively, "Releasees") of and from any and all liability, claims, actions, causes of action, demands, rights, damages, costs, interest, loss of service, expenses, and compensation whatsoever, whether or not known at this time, which she now has or which may hereafter accrue, against Releasees based on or arising out of the conditions, incidents, or occurrences that relate to the arrest and charging of Plaintiff in June 2020, as detailed in the Action.

6. Mediation Costs. The Parties agree to equally share the costs of mediation.

7. Court Costs. Each Party will bear its own court costs.

8. Entire Agreement. This Agreement embodies the entire agreement and understanding of the Parties with respect to settlement and release of the Action. The Parties hereby declare and represent that no promise, inducement, or agreement not herein expressed has been made, and the Parties acknowledge that the terms and conditions of this Agreement are contractual in nature and not a mere recital.

9. Modification. The Parties agree that no modification of this Agreement shall be valid, unless made in writing and signed by all Parties hereto.

10. Third-Party Beneficiaries. This Agreement is intended to apply for the benefit of all members of the public in traditional or designated public forums who are third-party beneficiaries of the prospective relief provided herein.

11. Severability. If any portion of this Agreement is held to be invalid by a court of law, then the remaining portions of this Agreement shall continue to be in full force and effect.

12. 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 they have relied solely on their own judgment without influence 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.

13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

14. **Execution in Counterparts.** This Agreement may be executed in counterparts, or with signatures obtained via facsimile or electronic mail transmission, each of which shall have full force and effect upon execution by all Parties to this Agreement, but which together shall constitute a single instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be deemed executed as of the date the Agreement is fully executed below.

[remainder of page intentionally left blank; signature pages follow]

Plaintiff Theresa Taylor

By: Theresa Taylor

Date: July 6, 2021

Approved as to Form By:

By: A. E. Brecher

Date: July 6, 2021

One of Plaintiff's Attorneys

Approved as to Form By:

By: ~~MA~~ (Diane Peters)

Date: July 7, 2021

Assistant Attorney General Diane Peters on behalf of Defendant Kansas City, Missouri Board of Police Commissioners, through its individual members in their official capacities, Cathy Dean, Don Wagner, Mark Tolber, and Mayor Quinton Lucas