

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter referred to as the "Settlement Agreement") is made and entered into this 18TH day of JANUARY, 2024, by and between:

"Plaintiff" – Sophia Johnston ("Johnston")

"Defendants" – Rutherford County, Tennessee ("County"); Mike Fitzhugh; Britt Reed; Kevin Henderson; and Kaitlyn Laird (collectively "Defendants")

Recitals

A. On August 29, 2023, Plaintiff initiated a legal action in the case of Sophia Johnston v. Rutherford County, Tennessee, Mike Fitzhugh, Britt Reed, Kevin Henderson, and Kaitlyn Laird, United States District Court, Middle District of Tennessee, No. 3:23-cv-00921, concerning damages allegedly suffered by the Plaintiff as a result of the alleged acts or omissions of Defendants and/or their employees and/or officials.

B. The Defendants deny and dispute any claims made in the case.

C. Plaintiff and Defendants desire to enter into this Settlement Agreement in order to provide for certain payments in full settlement and discharge of all claims against and/or liability by Defendants and their current and former insurance carriers, third-party administrators, officials, employees, agents, and attorneys (hereinafter referred to collectively as "Releasees") which are, or might have been, the subject matter of the complaint, upon the terms and conditions set forth below.

Agreement

The parties agree as follows:

1.0 Release and Discharge

1.1 In exchange for the consideration set forth in Section 2, Releasees are released and discharged from any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, losses of services, expenses and compensation of any nature whatsoever, whether based on a tort, contract or other theory of recovery, or whether based in law or equity, which Plaintiff now has, or which may hereafter accrue or otherwise be acquired, on account of, or may in any way grow out of, or which are the subject of the complaint (and all related pleadings) including, without limitation, any and all known or unknown claims for bodily and personal injuries or other damages to Plaintiff as a result of the incidents referred to in the complaint filed in this case.

1.2 This release and discharge shall apply to past, present and future officers, directors, stockholders, attorneys, attorneys-in-fact, agents, servants, representatives, employees, subsidiaries, affiliates, member companies, partners, insurers, predecessors and successors in interest, and assigns of Releasees.

1.3 This release shall be a fully binding and complete settlement among Plaintiff and Releasees, and, to the extent applicable, their past, present, and future officers, directors, stockholders, attorneys, attorneys-in-fact, agents, servants, representatives, employees, subsidiaries, affiliates, member companies, partners, insurers, predecessors and successors in interest, and assigns.

1.4 It is acknowledged and agreed that the release and discharge set forth above is a general release and that Plaintiff expressly waives and assumes the risk of any and all claims for damages which exist as of this date but which are not now known or suspected to exist against Releasees. It is further agreed that the consideration specified herein by or on behalf of Releasees shall constitute a complete settlement and compromise of all of Plaintiff's claims against Releasees. It is further understood and agreed to by the parties that this settlement may not be construed as an admission of liability on the part of Releasees, by whom liability is expressly denied.

1.5 As a condition of the receipt of the consideration referred to in Section 2.0 below, Plaintiff's attorneys shall file or agree to the filing of a stipulation of dismissal with prejudice with the court in the above-referenced legal action within 14 days of receipt of that consideration. Such an order of dismissal shall not include any language referring to or implying the existence of a settlement and shall not otherwise suggest that Defendants admit to or are guilty of any liability or wrongdoing in connection with the allegations in the complaint.

1.6 There currently is pending Plaintiff's Motion for Preliminary Injunction (DE 18) filed on September 13, 2023. As a condition of this agreement, Plaintiff, by and through Plaintiff's counsel, shall immediately file a notice withdrawing said Motion for Preliminary Injunction and stating that a ruling on said motion is no longer necessary and that a stipulation of dismissal of the case will be forthcoming. Said notice, and any other pleadings or other documents filed with the court in the case, including the stipulation of dismissal with prejudice, shall not include any language referring to or implying the existence of a settlement and shall not otherwise suggest that Defendants admit to or are guilty of any liability or wrongdoing in connection with the allegations in the complaint. Further, upon Plaintiff's execution of this agreement, Plaintiff and Plaintiff's counsel hereby expressly agree that the attorney for Defendants may contact the court to notify the court that the case has been resolved and that a stipulation of dismissal will be forthcoming.

2.0 Consideration for Settlement

- A. Defendant and/or its insurance carrier shall pay ONE HUNDRED THOUSAND and no/100 Dollars (\$100,000.00) to Plaintiff, by payment made

to The Law Office of Daniel A. Horwitz IOLTA, in full and final settlement of all of Plaintiff's claims and/or potential claims against Releasees and as consideration for Plaintiff's agreement to and compliance with all of the terms of the settlement as set forth in this agreement.

- B. The County, by and through the Rutherford County Sheriff's Office, will adopt a booking policy that implements the following provision:

Individuals photographed pursuant to booking procedures are not required to remove religious head coverings as long as facial features are clearly visible.

Arrestees and citation recipients are not required to remove religious head coverings for booking photos as long as the view of the face and profile are not obstructed by religious attire.

- C. The County, by and through the Rutherford County Sheriff's Office, will delete from its records Plaintiff's uncovered booking photos that it has in its custody and control (the Defendants also will not disseminate or publish the uncovered booking photos), as well as that portion of the video footage of the booking area on the date she was booked during the time that she is depicted without her hijab. The County will provide a declaration from an authorized representative of the Rutherford County Sheriff's Office confirming that the requirements in this section 2(c) regarding deletion of Plaintiff's uncovered booking photos and video footage have been completed.
- D. At a mutually agreeable time (during normal business hours) within thirty (30) days of execution of this agreement, Plaintiff will retake her booking photo at the Rutherford County Adult Detention Center while wearing her hijab.

3.0 Agreement to Indemnify and Defend

It is acknowledged and agreed that Plaintiff will defend, indemnify, and hold harmless Releasees from any subrogation claims which have been made and/or may be made for any and all medical or other expenses arising out of the incidents referenced herein, including but not limited to, those expenses for which a third party (or parties) retain(s) a subrogation lien (or liens). Plaintiff acknowledges that all subrogation and lien claims arising out of contract or under state or federal law, including, but not limited to, any subrogation or lien claims of Plaintiff's healthcare providers, insurance carriers, state workers' compensation, any federal agency or program such as Medicare, Medicaid, the Veteran's Administration, or social security, and any state agency or program such as TennCare are the sole and separate obligation of Plaintiff which Plaintiff agrees to address or otherwise resolve. Further, Plaintiff hereby agrees to indemnify, save, defend, and hold harmless Releasees from any and all claims, subrogated interests, or liens of any third parties including, but not limited to, hospital and physicians' liens, workers' compensation liens, health insurance carrier liens,

Medicare liens, Medicaid liens, Veteran's Administration, or social security liens/claims or subrogated rights, attorneys' fees, charging liens, penalties, any local, county, city, state or federal government liens, Internal Revenue Service liens, and any and all other subrogated interests or liens, regardless of their source. Plaintiff further acknowledges that it is Plaintiff's responsibility to address or otherwise resolve any of the foregoing liens or subrogated interests from the proceeds of this settlement.

4.0 Warranty of Capacity to Execute Agreement

It is represented and warranted that no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this Settlement Agreement, except as otherwise set forth herein; that Plaintiff has the sole right to receive the sums as directed and/or specified herein; and that Plaintiff has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Settlement Agreement.

5.0 Governing Law

This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of Tennessee.

6.0 Additional Documents

All parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement.

7.0 Successors in Interest

This Settlement Agreement shall be binding upon and enure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of the parties. Plaintiff agrees and certifies that, as against the Releasees, their heirs, legal representatives, successors, assigns or any other person, this instrument may be pleaded as a defense in bar or abatement of any action of any kind whatsoever, brought, instituted, or taken by or on behalf of Plaintiff against the parties hereby released.

8.0 Effectiveness

This Settlement Agreement shall become effective immediately following execution by Plaintiff.

9.0 Execution in Counterparts

The parties agree that this Settlement Agreement may be executed in counterparts if applicable and that such execution shall constitute a full and binding

agreement to the same extent as if executed contemporaneously on the same document.

10.0 Amendments

No amendment, change, or modification of any of the terms, provisions, or conditions of this Settlement Agreement shall be effective unless made in writing and signed by the parties against whom such amendment, change, or modification is sought to be enforced. Waiver of any provision of this Settlement Agreement shall not be deemed a waiver of future compliance herewith and such provisions shall remain in full force and effect.

11.0 Severability

In the event any provision of this Settlement Agreement is held invalid, illegal, or unenforceable, in whole or in part, the remaining provisions of this Settlement Agreement shall not be affected thereby and shall continue to be valid and enforceable.

12.0 Enforcement Expenses

In the event of any claims, disputes, or litigation arising from this Settlement Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, court costs, and/or other expenses incurred in connection with such claims, dispute, or litigation.

13.0 Captions

The titles or captions of sections and paragraphs in this Settlement Agreement are provided for convenience of reference only and shall not be considered a part hereof for purposes of interpreting or applying this Settlement Agreement. Such titles or captions do not define, limit, extend, explain or describe the scope or extent of this Settlement Agreement or any of its terms or conditions.

14.0 Discretionary Costs

Each party to this Settlement Agreement shall bear their own discretionary costs except as otherwise expressly provided for herein.

15.0 Court Costs

Plaintiff shall pay any and all court costs as calculated by the court clerk.

16.0 Signatures

Signatures on this Settlement Agreement that are sent via facsimile or scanned

electronically and communicated by email or other electronic communication means shall have the same force and effect as original signatures, and the parties shall be entitled to rely thereon for authentication and execution of this Settlement Agreement.

17.0 Entirety of Agreement

It is acknowledged and agreed that this Settlement Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matters hereof and supersedes all negotiations, preliminary agreements, and all previous and contemporaneous discussions and understandings of the parties and/or their representatives in connection with the subject matters hereof. Except as otherwise provided herein, no covenant, representation, or condition not expressed in this Settlement Agreement or any amendment thereto shall be binding upon the parties or shall affect or be effective to interpret, change, or restrict the provisions of this Settlement Agreement.

18.0 Recitals

The Recitals in this Agreement are incorporated herein by reference.

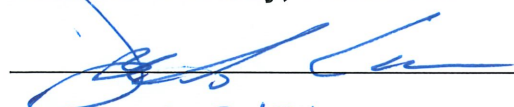
I have read this Settlement Agreement and Release and hereby acknowledge that I understand and accept all of the terms and conditions herein and that I have done so with the advice of my counsel.

Sophia Johnston

Sophia Johnston
Sophia Johnston (Jan 12, 2024 19:32 CST)

Date: Jan 12, 2024

Rutherford County, Tennessee



Date: 1/18/24